

RUSH

Agreement # 21-54985

Legistar # _____

AGREEMENT CONTRACT ROUTING SHEET

Date Prepared: 06/30/2021

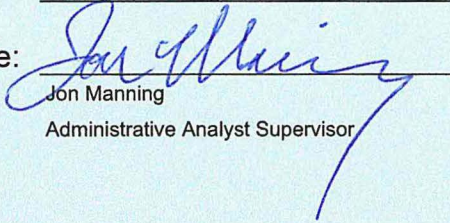
Need Date: 07/07/2021

PROCESSING DEPARTMENT:

Department: CAO- Procurement and Contracts

Dept. Contact: Tyler Prince

Phone: X6438

Department Head Signature: 

Jon Manning
Administrative Analyst Supervisor

CONTRACTOR:

Name: Toll West Coast LLC

Address: 2330 East Bidwell Street, Suite 201

Folsom, CA 95630

Phone: 916-461-4412

Org Code: 3620250

Project # _____

(if applicable): _____

Funding Source: Developer Funded

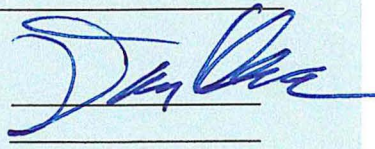
CONTRACTING DEPARTMENT: Tranportation

Service Requested: Review and Approval

Description: Road Improvement Agreement and Bonds for North Silver Dove Way East and Sienna Ridge Road, TM 14-1522

Contract Term: 2 Years Contract Value: \$ 1,906,229.00

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 6-30-2021 By: 

Approved: Disapproved: Date: _____ By: _____

HR APPROVAL: WILL BE REVIEWED THROUGH WORKFLOW

RISK MANAGEMENT: WILL BE REVIEWED THROUGH WORKFLOW

PLEASE EMAIL FOR PICK-UP cao-contracts-newrequests@edcgov.us Thank you!

EDC COUNTY COUNSEL
2021 JUN 30 AM 8:53

**ONSITE AND OFFSITE ROAD IMPROVEMENT AGREEMENT
FOR NORTH SILVER DOVE WAY EAST AND SIENNA RIDGE ROAD, TM 14-1522
BETWEEN THE COUNTY AND THE DEVELOPER**

AGMT #21-54985

THIS ROAD IMPROVEMENT AGREEMENT, hereinafter called "Agreement" made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "County") and **TOLL WEST COAST LLC**, a Delaware limited liability company, duly qualified to conduct business in the State of California, whose principal place of business is 1140 Virginia Drive, Fort Washington, Pennsylvania 19034, and whose local place of business is 2330 East Bidwell Street, Suite 201, Folsom, California 95630 (hereinafter referred to as "Developer") concerning the onsite and offsite road and drainage improvements for **North Silver Dove Way East and Sienna Ridge Road, TM 14-1522** (hereinafter referred to as "Project") in accordance with the road improvement plans entitled **North Silver Dove Way Phase 2** and **Base Lake North** and cost estimates prepared by CTA Engineering & Surveying, Thomas Alan Cassera, Registered Civil Engineer, and approved by Adam Bane, P.E., Senior Civil Engineer, (hereinafter referred to as "County Engineer"), El Dorado County Department of Transportation (hereinafter referred to as "Department").

RECITALS

WHEREAS, Developer has prepared North Silver Dove Way East and Sienna Ridge Road, TM 14-1522, road improvement plans and cost estimates for the construction of the Project that have been approved by County Engineer;

WHEREAS, the Developer shall provide County satisfactory security in the form of cash payments or Performance Bond and Laborers and Materialmens Bonds ("Bonds") for the Project work prior to advertisement for bids;

WHEREAS, it is the intent of the parties hereto that the performance of Developer's obligations shall be in conformance with the terms and conditions of this Agreement and shall be in conformity with all applicable state and local laws, rules, and regulations;

NOW, THEREFORE, the parties hereto in consideration of the recitals, terms, and conditions herein, do hereby agree as follows:

SECTION 1. THE WORK

Developer will, at its own cost and expense, in a workmanlike manner, faithfully and fully design, and construct or cause to be constructed all of the road, drainage, and road related improvements for the Project, inclusive of but not limited to, road drainage required by the Conditions of Approval and will perform the requirements of this Agreement in accordance with the plans, change orders, and itemized cost estimates approved by County and hereby made a part of this Agreement for all purposes as if fully incorporated herein. Developer shall improve:

- A. Sienna Ridge Road from its current full width section at Bronzewing Place to North Silver Dove Way as shown on Improvement Plans titled “Bass Lake North” approved June 3, 2021.
- B. North Silver Dove Way from Bass Lake Road to Sienna Ridge Road as shown on Improvement Plans titled “North Silver Dove Way Phase 2” approved May 14, 2021.

An itemized account of the estimated cost of said improvements is set forth in Exhibit A, marked “Engineer’s Opinion of Probable Costs Improvement Plans for North Silver Dove (East of Bass Lake Road) April 13, 2021 and Engineer’s Opinion of Probable Costs RIA Bond Estimate for Sienna Ridge Road at Bass Lake North (TM 14-1522/PD 14-0010) June 1, 2021”, which is attached hereto and incorporated by reference herein. The improvements described herein are considered public works for purposes of the state prevailing wage laws (California Labor Code § 1720 et seq.). Developer’s obligations herein are for the completion of the improvements and shall not be relieved by contracting for the improvements.

County will require Developer to make such alterations, deviations, additions to, or deletions from the improvements shown and described on the plans, specifications, and cost estimates as may be reasonably deemed by County Engineer to be necessary or advisable for the proper completion or construction of the whole work contemplated. Developer shall be responsible for all design and engineering services of the Project, at the location and as generally depicted in the plans, specifications, and contract documents ultimately approved by County. The design shall be prepared in accordance with all applicable laws, statutes, orders, map conditions, and with County standards for the Project. Developer shall provide proof of adequate professional liability insurance of the engineer overseeing construction of the Project and in favor of County. Developer shall further provide for the complete assignment of ownership of all plans and specifications to the benefit of County.

SECTION 2. SHORING PLAN

As a first order of work Developer must submit a shoring plan thirty (30) days prior to excavation for any trench five (5) feet or more in depth. The Developer shall not begin until Developer has received approval, from the Contract Administrator, of Developer’s detailed shoring plan for worker protection from the hazards of caving ground during the excavation of that trench, and any design calculations used in the preparation of the detailed plan. The detailed plan shall show the details of the design of shoring, bracing, sloping or other provisions to be made for worker protection during the excavation. No plan shall allow the use of shoring, sloping or a protective system less effective than that required by the Construction Safety Orders of the California Division of Occupational Safety and Health. If the plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and the plan and design calculations shall be submitted at least thirty (30) days before Developer intends to begin excavation for the trench. Nothing in this Article shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders.

SECTION 3. TRAFFIC CONTROL

A Traffic Control Plan that meets County Standards shall be prepared by a Registered Civil Engineer and submitted to Transportation for review and approval **prior to the start of work on the Project.**

The Traffic Control Plan shall address access to adjacent properties and the safe and convenient passage of public traffic through the work area (if applicable). Road closure will not be permitted without El Dorado County Board of Supervisors approval. The Traffic Control Plan shall include proposed flagging, signage, protective barriers and limits on excavation within four (4) feet of travel ways open to traffic. The Plan shall also include any proposed staging of the improvements.

SECTION 4. TIME

Developer shall cause the commencement of items of work after County approved the Plans for the Project on May 14, 2021 and June 2, 2021, and shall complete the Project no later than two (2) years from the date of approval of the plans, subject to extensions for delays not within the control of the Developer. Construction activities shall be between 7:00 a.m. and 7:00 p.m. Mondays through Fridays; and 8:00 a.m. and 5:00 p.m. on weekends and federally recognized holidays. Night work may be allowed within the County Right of Way with prior written approval.

SECTION 5. WARRANTY

Developer warrants against defect the materials and workmanship utilized on this Project for a period of one (1) year from the date of County's acceptance of the Project and shall make such replacements and repairs during such one (1) year period, at its sole cost and expense, as County determines in its sole discretion are necessary. County will retain a portion of the security posted in the amount of ten percent (10%) of the total value of work performed, in the form of a Performance Bond for one (1) year following acceptance of the work by County to secure the repair of any hidden defects in workmanship or materials which may appear.

SECTION 6. PERFORMANCE AND LABORERS AND MATERIALMENS BONDS

Developer shall deliver to Transportation Division a Performance Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00)** conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

Developer shall deliver to Transportation Division a Laborers and Materialmens Bond issued by a surety company acceptable to County, naming County as obligee, in the sum of **One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00)** conditioned upon the faithful performance of Developer's obligation for the full construction of the road improvements for the Project as required under this Agreement on or before the completion date specified above, and in the form approved by County.

The Bonds required by this Section are a condition precedent to County entering into this Agreement. Developer shall ensure that the contractor awarded the work shall provide Payment and Performance Bonds that name County as an additional obligee and that include a one (1) year warranty provision in the Performance Bond against defects in materials and workmanship. The forms shall be County's approved forms. After contract award, Developer shall submit for County's review and approval the executed bonds together with certificates of insurance from the contractor naming County as an additional named insured.

SECTION 7. PREVAILING WAGE

Developer shall require its Contractor to (1) pay wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Transportation Division's principal office and (2) comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810 and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Developer's Contractor and any Subcontractor(s) employed under this Agreement shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

SECTION 8. CERTIFIED PAYROLL

As required under the provisions of Labor Code Section 1776, Developer shall require its Contractor and any Subcontractor(s), if any are authorized herein, to keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Developer's Contractor or any Subcontractor(s). All Contractors and Subcontractor(s) must furnish electronic certified payroll records directly to the Department of Industrial Relations.

SECTION 9. RECORDS EXAMINATION AND AUDIT REQUIREMENTS

Developer shall require that its Contractor and its Subcontractor(s), if any are authorized hereunder, maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

SECTION 10. INDEMNIFICATION

To the fullest extent allowed by law, Developer shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any

way arise out of or are connected with Developer's funding, or work on the Project, and the design, including the plats and legal descriptions for the acquisition of right-of-way, of the improvements whether by Developer or Developer's consultant or contractor, or performance of this Agreement, regardless of the existence or degree of fault or negligence on the part of County, Developer, any Contractor(s), Subcontractor(s), and employee(s) of any of these, except for the sole or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Developer to indemnify and hold County harmless includes the duties to defend set forth in California Civil Code Section 2778.

This duty to indemnify is separate and apart from the insurance requirements herein and shall not be limited thereto.

SECTION 11. ATTORNEY FEES

In the event that there is any controversy, complaint, cause of action, or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement or in enforcing or defending the security obligations provided herein, the prevailing party shall be entitled to reasonable attorney's fees, including reasonable County Counsel fees, and costs if so incurred, costs and expenses.

SECTION 12. INSURANCE

GENERAL INSURANCE REQUIREMENTS:

Developer shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division and documentation evidencing that Developer maintains insurance that meets the following requirements. In lieu of this requirement, Developer may have its Contractor provide proof of a policy of insurance satisfactory to the County's Risk Management Division and documentation evidencing that Contractor maintains said insurance so long as Contractor's insurance meets these same requirements and standards, and subject to Contractor assuming the same obligations as Developer as follows:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees performing work under this Agreement as required by law in the State of California.

2. Commercial General Liability (CGL) Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverages: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability and a Two Million Dollar (\$2,000,000) aggregate limit. This insurance can consist of a minimum of One Million Dollars (\$1,000,000) primary layer of CGL and the balance as an excess/umbrella layer, but only if County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy.

3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Developer or its contractors or agents in performance of the Agreement.

4. In the event Developer or its contractors or agent(s) are licensed professionals and are performing professional services under this contract, Professional Liability Insurance is required, with a limit of liability of not less than One Million Dollars (\$1,000,000).

5. Explosion, Collapse, and Underground (XCU) coverage is required when the scope of work includes XCU exposure.

PROOF OF INSURANCE REQUIREMENTS:

1. Developer shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement inclusive of the obligation to design and construct the Project are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to the insurance policies naming County an additional insured.

3. In the event Developer cannot provide an occurrence policy, Developer shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

INSURANCE NOTIFICATION REQUIREMENTS:

1. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to County at the office of the Transportation Division, 2850 Fairlane Court, Placerville, CA 95667.

2. Developer agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Developer shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Developer fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division, and Developer agrees that no work or services shall be performed prior to the giving of such approval.

ADDITIONAL STANDARDS:

Certificates shall meet such additional standards as may be determined by the Transportation Division, either independently or in consultation with the Risk Management Division, as essential for protection of County.

COMMENCEMENT OF PERFORMANCE:

Developer shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

MATERIAL BREACH:

Failure of Developer to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

REPORTING PROVISIONS:

Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

PRIMARY COVERAGE:

Developer's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Developer's insurance and shall not contribute with it.

PREMIUM PAYMENTS:

The insurance companies shall have no recourse against the County of El Dorado, its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

DEVELOPER'S OBLIGATIONS:

Developer's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

SECTION 13. RESPONSIBILITY OF ENGINEER

Developer shall employ and make available to County an individual or firm acceptable by the County Engineer to provide responses to contractor and construction inspector requests for information, and to provide requisite design revisions as requested by County Engineer before, during, and close out of construction, and through the one-year warranty period of the Project. County Engineer shall be notified by Developer one (1) month in advance of terminating the services of the individual or firm accepted by County Engineer and shall employ a comparable replacement individual or firm acceptable by County Engineer simultaneously to the termination notice date. The individual or firm so employed shall act as Developer's representative to ensure full compliance with the terms and conditions set forth in the plans, specifications, all permits, and any other agreements, notices, or directives related to the Project. County Engineer shall have full access to the individual or firm to ensure that the Project is being constructed in accordance with the approved plans and County specifications. The cost associated with County's utilization of the individual or firm shall be a Project cost for which Developer is responsible.

SECTION 14. INSPECTION

An authorized representative of County will perform construction inspection and material testing in accordance with the State of California, Department of Transportation, Standard Specifications. All testing shall be accomplished to the reasonable satisfaction of County.

SECTION 15. RECORD DRAWINGS

Developer shall have an engineer prepare Record Drawings describing the finished work. The Record Drawings shall be submitted to Transportation Division at the completion of the work.

SECTION 16. FEES

Developer shall pay all fees in accordance with Transportation Division's fee schedules, including but not limited to application, plan checking, construction oversight, inspection, administration, and acceptance of the work by County.

SECTION 17. DEFAULT, TIME TO CURE, AND REMEDY

Developer's failure to perform any obligation at the time specified in this Agreement will constitute a default and County will give written notice of said default ("Notice") in accordance with the notice provisions of this Agreement. Notice shall specify the alleged default and the applicable Agreement provision Developer shall cure the default within ten (10) days ("Time to Cure") from the date of the Notice. In the event that the Developer fails to cure the default within the Time to Cure, Developer shall be deemed to be in breach of this Agreement.

SECTION 18. PUBLIC AND PRIVATE UTILITIES

Developer shall investigate and determine if existing public and private utilities conflict with the construction of the Project. Developer shall make all necessary arrangements with the owners of such utilities for their protection, relocation, or removal. Developer shall pay all costs of protection, relocation, or removal of utilities. In the event that the utility companies do not recognize this Project as a County project for which the utility companies bear one hundred percent (100%) of the cost of relocation, then, as between County and Developer, Developer shall pay all costs of protection, relocation, or removal of utilities. Notwithstanding the aforementioned, nothing in this provision shall be construed to prevent Developer from making a claim to the owner of said utilities for reimbursement for relocation costs.

SECTION 19. RIGHT-OF-WAY CLEARANCE

Right of way requirements for this Project have been obtained by Developers and such acquisitions approved by County. No additional right of way requirements are necessary for the Project improvements as designed and for which Improvement Plans have been approved.

SECTION 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Natalie K. Porter, P.E., T.E., Supervising Civil Engineer, Development, Right of Way, and Environmental, Department of Transportation, or successor.

SECTION 21. ACCEPTANCE

Upon completion of the Project and upon receipt by County's Board of Supervisors of a certification from the Transportation Division that all work has been completed and that the conditions of this Agreement have been fulfilled, the Board of Supervisors will accept the Project road improvements.

SECTION 22. REIMBURSEMENT TO COUNTY

Developer shall reimburse County for costs and expenses incurred by County for construction oversight, inspection, right-of-way, administration, and acceptance of the work performed pursuant to this Agreement. County shall submit to Developer invoices for all reimbursable costs.

SECTION 23. NO DEVELOPER REIMBURSEMENT

The Parties agree and acknowledge that the Project costs associated with the improvements contemplated herein are not eligible for reimbursement by the County and all costs shall be borne by Developer.

SECTION 24. THE PROJECT/ DEVELOPER STATUS

Developer is constructing and completing the Project improvements as described herein and is acting as independent agent and not as an agent of County.

SECTION 25. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be in duplicate and addressed as follows:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Natalie K. Porter, P.E., T.E.
Supervising Civil Engineer
Development/ROW/Environmental

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attn.: Adam Bane, P.E.
Senior Civil Engineer

or to such other location as County directs.

Notices to Developer shall be in duplicate and addressed as follows:

Toll Brothers
2330 East Bidwell Street, Suite 201
Folsom, California 95630


Attn.: Gregory S. Van Dam
Vice President, Land Development

or to such other location as Developer directs.

SECTION 26. AUTHORIZED SIGNATURES

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

Requesting Contract Administrator and Division Concurrence:

By: 
Natalie K. Porter, P.E., T.E.
Supervising Civil Engineer
Development/ROW/Environmental
Department of Transportation

Dated: 7/12/21

Requesting Department Concurrence:

By: 
Rafael Martinez
Director
Department of Transportation

Dated: 7/14/21

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: 
Board of Supervisors

Dated: 7/28/21

"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 7/28/21

-- TOLL WEST COAST LLC --
-- a Delaware Limited Liability Company --

By: 
Gregory S. Van Dam
Vice President
Toll West Coast LLC

Dated: 6/16/21

Notary Acknowledgment Attached

DEVELOPER

ACKNOWLEDGMENT

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 Sacramento

On June 14, 2021 before me, R. Hall Notary Public
(here insert name and title of the officer)

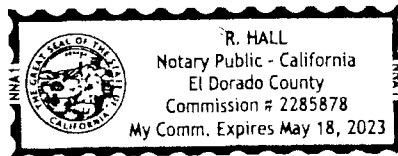
personally appeared Gregory S. Van Dam

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(Seal)



Civil Engineering ■ Land Surveying ■ Land Planning

ENGINEERING SOLUTIONS ■



Engineer's Opinion of Probable Costs
Improvement Plans for North Silver Dove (East of Bass Lake Road)
 April 13, 2021

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
DEMOLITION					
1	Remove Existing Bike Path	1,849	sf	\$5.00	\$9,245
2	Remove Existing Drain Line	42	lf	\$25.00	\$1,050
3	Remove Existing Drain Structure	2	ea	\$100.00	\$200
4	Remove Existing Steel Casing	207	lf	\$10.00	\$2,070
5	Remove Existing Barbed Wire Fence	771	lf	\$5.00	\$3,855
6	Remove & Replace Existing Pvmt Sec (Bass Lake Road Severance)	595	sf	\$5.00	\$2,975
7	Remove & Replace Existing Pvmt Sec (Utility Patch - Bass Lake Road)	347	sf	\$11.20	\$3,886
8	Sawcut & Remove Existing Surfacing (Bass Lake Road Tie-ins)	5,140	sf	\$5.00	\$25,700
9	Sawcut & Remove Existing Surfacing (Sienna Ridge Road Tie-ins)	54	sf	\$5.00	\$270
10	Remove and Replace (E) Stop Sign	2	ea	\$400.00	\$800
11	Remove (E) Stop Sign	1	ea	\$200.00	\$200
12	Type II Micro Surface	3,897	sf	\$1.25	\$4,871
13	2" Grind & Overlay	5,013	sf	\$2.75	\$13,786
14	Relocate (E) Mailbox	2	ea	\$1,000.00	\$2,000
				Subtotal	\$70,908
EARTHWORK					
15	Clear and Grub w/ Tree Removal	0.9	ac	\$1,850.00	\$1,665
16	Excavation	2,000	cy	\$11.50	\$23,000
17	Export	1,870	cy	\$20.30	\$37,961
				Subtotal	\$62,626
EROSION CONTROL AND FUGITIVE DUST					
18	Erosion Control & SWPPP	0.9	ac	\$2,300.00	\$2,070
19	Fugitive Dust Control	0.9	ac	\$700.00	\$630
				Subtotal	\$2,700

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
STREETS & MISCELLANEOUS					
20	2.5"AC (NSD Driveway Connection)	412	sf	\$2.25	\$927
21	3"AC (NSD)	15,390	sf	\$2.40	\$36,936
22	4" A.B. (NSD Driveway Connection)	412	sf	\$1.50	\$618
23	8" A.B. (NSD)	15,390	sf	\$2.00	\$30,780
24	4.5"AC (BLR Widening)	5,192	sf	\$3.10	\$16,095
25	16" A.B. (BLR Widening)	5,192	sf	\$3.60	\$18,691
26	Type 2 - Vertical Curb and Gutter	147	lf	\$23.00	\$3,381
27	Type 3 - Barrier Curb	41	lf	\$18.30	\$750
28	Sidewalk/ 4" AB	364	sf	\$5.85	\$2,129
29	Bike Path/ 4" AB	1,465	sf	\$4.20	\$6,153
30	Pedestrian Ramps	2	ea	\$1,525.00	\$3,050
31	Thermoplastic Traffic Stripe	3,005	lf	\$0.50	\$1,503
32	Street/Misc. Signs	2	ea	\$440.00	\$880
33	No Parking Signs	5	ea	\$440.00	\$2,200
34	Stop Sign w/ Street Sgn & Misc Sign	1	ea	\$1,355.00	\$1,355
35	Pavement Markings	77	sf	\$12.50	\$963
36	Barbed Wire Fence	950	lf	\$10.00	\$9,500
37	Removable Barricade	2	ea	\$550.00	\$1,100
38	Removable Bollard	2	ea	\$500.00	\$1,000
				Subtotal	\$138,011
DRAINAGE					
39	18" HDPE	84	lf	\$61.00	\$5,124
40	30" HDPE	12	lf	\$90.00	\$1,080
41	36" HDPE	145	lf	\$136.00	\$19,720
42	36" RCP CL Type III	31	lf	\$155.00	\$4,805
43	30" F.E.S.	1	ea	\$1,480.00	\$1,480
44	30" Access Control Rack	1	ea	\$1,200.00	\$1,200
45	Grated Inlet 115A	3	ea	\$4,880.00	\$14,640
46	60" Storm Drain Manhole	4	ea	\$6,400.00	\$25,600
47	Caltrans Headwall (D89) w/ Trash Rack	1	ls	\$8,000.00	\$8,000
48	Fabric Lining	4,510	sf	\$2.00	\$9,020
49	RSP No.1 Backing	28.6	cy	\$93.30	\$2,668
50	Curb Drain	8.0	lf	\$30.00	\$240
51	TV Storm Drain	272	lf	\$2.35	\$639
				Subtotal	\$94,217



Item No.	Description	Quantity	Unit	Unit Price	Total Amount
SANITARY SEWER					
52	6" Sewer Line	57	lf	\$87.00	\$4,959
53	8" Sewer Line	716	lf	\$118.00	\$84,488
54	Sewer Cleanout	3	ea	\$1,450.00	\$4,350
55	48" Sanitary Sewer Manhole	2	ea	\$8,432.00	\$16,864
56	48" Sanitary Sewer Manhole W/ Lining	2	ea	\$11,721.00	\$23,442
57	Connect to Existing Sewer Line	1	ea	\$2,500.00	\$2,500
58	T.V. Sewer Line	773	lf	\$2.35	\$1,817
				Subtotal	\$138,420
				Estimated Direct Construction Cost	506,882
				Mobilization (5% of Estimated Direct Construction Cost)	25,344
				Total Hard Cost	532,226
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$10,645
B	Construction Staking	4%			\$21,289
C	Construction Management & Inspection	10%			\$53,223
D	Contingency	10%			\$53,223
				Subtotal Soft Costs	138,379
				Total Estimated Cost	670,604

EXCLUSIONS:

1. Blasting
2. Pole Relocation
3. 2" Water Line Relocation
4. Street Lights
5. Dry Utilities

[Signature] 8/11/21
 EDC DOT: No Exceptions Taken

[Signature] 4/24/21
 EID: No Exceptions Taken



Engineer's Opinion of Probable Costs
RIA Bond Estimate for Sienna Ridge Road at Bass Lake North (TM 14-1522/ PD 14-0010)

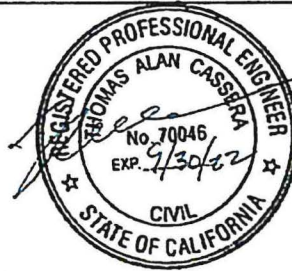
June 1, 2021

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
DEMOLITION					
1	Sawcut and Remove Existing Pvmnt Sec (Sienna Ridge Rd)	33,880	sf	\$5.00	\$169,400
2	Remove Existing Drain Line (18" CMP)	1	ea	\$500.00	\$500
3	Remove and Replace (E) Pvmnt Sec and Surface IMPS (Offsite Waterline Connection)	39	sf	\$5.00	\$195
4	Remove and Replace (E) Pvmnt Sec (Sienna Ridge Rd)	332	sf	\$5.00	\$1,660
5	Type II Micro Surface	5,081	sf	\$1.25	\$6,351
6	2" Grind and Overlay (Offsite Waterline Connection)	392	sf	\$2.75	\$1,078
7	2" Grind and Overlay (Sienna Ridge Rd)	1,864	sf	\$2.75	\$5,126
				Subtotal	\$184,310
STREETS & MISCELLANEOUS					
8	3"AC	43,177	sf	\$2.40	\$103,625
9	9" A.B.	43,177	sf	\$2.20	\$94,989
10	Type 2 Curb and Gutter	1,178	lf	\$23.00	\$27,094
11	PCC Sidewalk/ 4" AB	7,034	sf	\$5.85	\$41,149
12	Street Light	1	ea	\$1,810.00	\$1,810
13	Pedestrian Ramps	2	ea	\$1,525.00	\$3,050
14	Driveway Ramp	1	ea	\$6,875.00	\$6,875
15	Street Barricade (Sidewalk)	1	ea	\$325.00	\$325
16	Removable Barricade	5	ea	\$550.00	\$2,750
17	Stop Sign w/ Streetsign	1	ea	\$1,355.00	\$1,355
18	Street/Misc. Signs	5	ea	\$440.00	\$2,200
19	No Parking Signs	9	ea	\$440.00	\$3,960
20	Thermoplastic Traffic Stripe	6,125	lf	\$0.50	\$3,063
21	Pavement Markings	50	sf	\$12.50	\$625
				Subtotal	\$292,870
DRAINAGE					
22	Remove (E) Storm Drain Line	39	lf	\$15.00	\$585
23	18" HDPE	18	lf	\$61.00	\$1,098
24	24" HDPE	279	lf	\$84.00	\$23,436
25	36" HDPE	145	lf	\$136.00	\$19,720
26	Type "B" Inlet	3	ea	\$3,400.00	\$10,200
27	EDC Grated Inlet 115A	1	ea	\$4,880.00	\$4,880
28	48" Storm Drain Manhole	1	ea	\$6,400.00	\$6,400
29	60" Storm Drain Manhole	1	ea	\$6,400.00	\$6,400
30	4' x 8' Jensen Precast Box W/ Grate*	1	ea	\$18,000.00	\$18,000
31	Caltrans Headwall (D89) w/ Access Control Rack	2	ls	\$8,000.00	\$16,000
32	RSP No.1 Backing Incl Fabric	5.3	cy	\$93.30	\$494.49
33	Roadside Ditch (east side Sienna Ridge Rd)	1,310	lf	\$25.00	\$32,750
34	TV Storm Drain	442	lf	\$2.05	\$906
35	Connect To Existing Storm Drain	2	ea	\$2,500.00	\$5,000
				Subtotal:	\$145,870

Item No.	Description	Quantity	Unit	Unit Price	Total Amount
SANITARY SEWER					
36	6" Sewer Line	37	lf	\$87.00	\$3,219
37	8" Sewer Line	535	lf	\$118.00	\$63,130
38	48" Sanitary Sewer Manhole	1	ea	\$8,432.00	\$8,432
39	48" Sanitary Sewer Manhole W/ Lining	2	ea	\$11,721.00	\$23,442
40	T.V. Sewer Line	572	lf	\$2.35	\$1,344
Subtotal					\$99,567
DOMESTIC WATER					
41	8" Line Including Fittings	41	lf	\$61.00	\$2,501
42	12" Line Including Fittings	1,589	lf	\$93.00	\$147,777
43	8" Gate Valve	2	ea	\$2,187.00	\$4,374
44	12" Gate Valve	8	ea	\$2,992.00	\$23,936
45	2" Blowoff Valve	2	ea	\$2,189.00	\$4,378
46	4" Blowoff Valve	2	ea	\$4,125.00	\$8,250
47	Fire Hydrant Assembly (Incl. Valve & Line)	3	ea	\$6,708.00	\$20,124
Subtotal					\$211,340
Estimated Direct Construction Cost					\$933,957
Mobilization (5% of Estimated Direct Construction Cost)					\$46,698
Total Hard Cost					\$980,654
SOFT COSTS					
A	Bond Enforcement Costs	2%			\$19,613
B	Construction Staking	4%			\$39,226
C	Construction Management & Inspection	10%			\$98,065
D	Contingency	10%			\$98,065
Subtotal Soft Costs					254,970
Total Estimated Cost					1,235,625

EXCLUSIONS:

1. Blasting
2. Pole Relocation
3. 2" Water Line Relocation
4. Street Lights
5. Dry Utilities



[Signature]
 EID: No Exceptions Taken

[Signature]
 Date 6/1/21

[Signature]
 DOT: No Exceptions Taken

[Signature]
 Date 6/1/21



Bond No. SU1175010
Premium \$9531.00

PERFORMANCE BOND AGREEMENT FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Toll West Coast LLC** (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated road improvements, which said agreement, dated _____, 20__, and identified as project **North Silver Dove Way East and Sienna Ridge Road, TM 14-1522** is hereby referred to and made part hereof; and

WHEREAS, Said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Arch Insurance Company, (hereinafter designated as "Surety"), are held and firmly bound unto the County of El Dorado, as Obligee, in the penal sum of **One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal his or its heirs, executors and administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their 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 shall indemnify and save harmless the County of El Dorado, 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 effect.

This guarantee shall insure the County of El Dorado during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named on JUNE 21, 2021.

“Surety”

Arch Insurance Company

“Principal”

Toll West Coast LLC
a Delaware Limited Liability Company

By 

Daniel P. Dunigan, Attorney-in-Fact

Print Name

By 

Gregory S. Van Dam
Vice President

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

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.

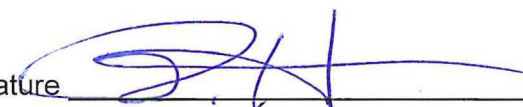
State of California
County of Sacramento)

On June 21, 2021 before me, R.Hall Notary Public
(insert name and title of the officer)

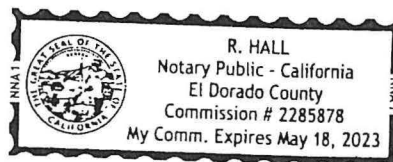
personally appeared Gregory S Van Dam
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 

(Seal)



SURETY

ACKNOWLEDGMENT

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~~ PENNSYLVANIA
County of CHESTER

On JUNE 21, 2021 before me, Arlene Ostroff, Notary Public
(here insert name and title of the officer)

personally appeared Daniel P. Dunigan

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 *Arlene Ostroff*
Arlene Ostroff - Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
ARLENE OSTROFF, Notary Public
Chester County
My Commission Expires December 3, 2024
Commission Number 1124021

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brian C. Block, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok, Jr., Richard J. Decker and William F. Simkiss of Berwyn, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds. In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

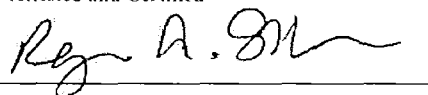
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof,** the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 22nd day of January, 2021

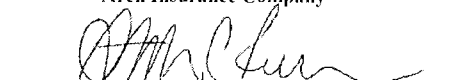
Attested and Certified



Regan A. Shulman, Secretary



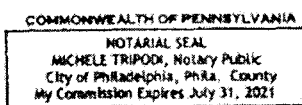
Arch Insurance Company




Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



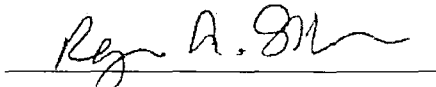


Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 22, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21ST day of JUNE, 2021.



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



*To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.*

Bond No. SU1175010

Premium Included in Performance
Bond

LABORERS AND MATERIALMENS BOND FORM

WHEREAS, the Board of Supervisors of the County of El Dorado, a political subdivision of the State of California, and **Toll West Coast LLC** (hereinafter designated as "Principal"), have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, _____, and identified as the Road Improvement Agreement for **North Silver Dove Way East and Sienna Ridge Road, TM 14-1522** between the County and the Developer, AGMT 21-54985, and the Road Improvement Plans for **North Silver Dove Way Phase 2** and **Bass Lake North** are hereby referred to and made part hereof; and

WHEREAS, under the terms of said Agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the County of El Dorado to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, the Principal and Arch Insurance Company (hereinafter designated "Surety"), are held firmly bound unto the County of El Dorado and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **One Million Nine Hundred Six Thousand Two Hundred Twenty-Nine Dollars and Zero Cents (\$1,906,229.00)** for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of El Dorado in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on JUNE 21, 20 21.

“Surety”

Arch Insurance Company

“Principal”

Toll West Coast LLC
a Delaware Limited Liability Company

By



Daniel P. Dunigan, Attorney-in-Fact

Print Name

By



Gregory S. Van Dam
Vice President

NOTARY ACKNOWLEDGMENTS ATTACHED

ACKNOWLEDGMENT

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 Sacramento

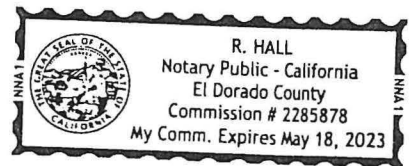
On June 18, 2021 before me, R.Hall Notary Public
(insert name and title of the officer)

personally appeared Gregory S Van Dam,
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  (Seal)



SURETY

ACKNOWLEDGMENT

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~~ PENNSYLVANIA
County of CHESTER

On JUNE 21, 2021 before me, Arlene Ostroff, Notary Public,
(here insert name and title of the officer)

personally appeared Daniel P. Dunigan,

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 *Arlene Ostroff*
Arlene Ostroff - Notary Public

(Seal)

Commonwealth of Pennsylvania - Notary Seal
ARLENE OSTROFF, Notary Public
Chester County
My Commission Expires December 3, 2024
Commission Number 1124021

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brian C. Block, Daniel P. Dunigan, James L. Hahn, Joseph W. Kolok, Jr., Richard J. Decker and William F. Simkiss of Berwyn, PA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 11, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"**VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 11, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 11, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **22nd day of January, 2021**

Attested and Certified

Regan A. Shulman

Regan A. Shulman, Secretary



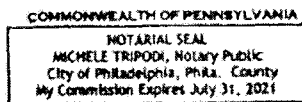
Arch Insurance Company

Stephen C. Ruschak

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated January 22, 2021** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **21ST day of JUNE**, 20**21**.

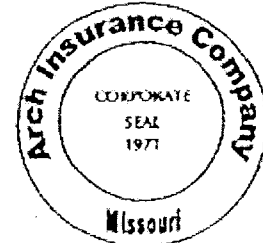
Regan A. Shulman

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.