

DUAL OBLIGEE RIDER

WHEREAS, on _____ December 13, 2022 _____, C.W. Driver, LLC a California limited liability company ("Principal"), entered into a written agreement with Menifee Union School District ("Obligee"), for the construction of _____ Elementary School No. 15 _____.

WHEREAS, the Principal and Fidelity and Deposit Company of Maryland / Zurich American Insurance Company ("Surety"), made, executed, and delivered to said Obligee their joint and several Performance Bond No. 9423006, dated January 31, 2023 ("Performance Bond").

NOW, THEREFORE, in consideration of this Dual Obligee Rider to the Performance Bond in the maximum amount of One Million One Hundred and Thirty-Two Thousand Dollars (\$1,132,000) ("Penal Sum"), the Five Hundred and Sixty-Six Thousand Dollars (\$566,000) Material and Labor Bond, and other good and valuable considerations receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

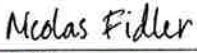
1. The Recitals above are true and correct and are incorporated in full herein.
2. The City of Menifee is hereby added to said Performance Bond as an Additional Obligee (collective with Obligee, "Obligees"), subject to the maximum amount limitations set forth above.
3. The Surety shall not be liable under this Performance Bond to the Obligee or Additional Obligee, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, should it arrange for or undertake the completion of the contract upon default of the Principal, strictly in accordance with the terms of the said contract, and shall perform all other obligations to be performed under said contract at the time and in the manner therein set forth.
4. No suit, action, or proceeding by reason of any default whatever shall be brought on this Performance Bond after one (1) year from the day on which the final payment under said construction contract falls due and project achieves public acceptance.
5. Aggregate liability of Surety hereunder to the Additional Obligee is limited to the Penal Sum above stated, and Surety, upon making payment hereunder, shall be subrogated to, and shall be entitled to an assignment of all rights of the payee with respect to the particular obligation discharged by the payment, either against Principal or against any other party liable to the payee on the discharged obligation.
6. It is expressly understood that this Dual Obligee Rider is limited to work on City property per the approved permitted Street Improvement Plans, Street Lighting Plans, Street Signage and Striping and Eastern Municipal Water District Water and Sewer Plans, and the scope of work generally described below:
 - a. Work in the City Right of Way on Wickerd Road consisting of demolition, grading, erosion control, curb, gutter, sidewalk, modular wetland unit, utilities, lighting, and paving. Includes minor demolition, paving, and striping where Wickerd Road ties into Mira Road.

- b. Work in the City right-of-way on Briggs Road consisting of demolition, utilities, and paving. Includes demolition, crosswalk, striping, signage, and A/C patching at Briggs Road / Lorretta Avenue.
 - c. Work in the City right-of-way on Loretta Avenue / Lamtarra Loop crosswalk, striping, and signage.
 - d. Work in the City right-of-way to be complete within 730 calendar days of permit issuance.
7. Except as modified herein, said Performance Bond shall be and remain in full force and effect.

Signed, Sealed and Dated this 22nd day of June 2023.

ADDITIONAL OBLIGEE

PRINCIPAL

DocuSigned by:

00318688CE349C
City of Menifee



C.W. DRIVER, LLC

OBLIGEE

SURETY

DocuSigned by:

0510EC40C1681E2
Menifee Union School District


Fidelity and Deposit Company of Maryland /
Zurich American Insurance Company

Heather Saltarelli, Attorney-in-Fact

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }

County of Los Angeles

On JUN 23 2023 before me, Stacy LeDuc, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Dana Roberts
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Stacy LeDuc
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reece Joel DIAZ of **Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of March, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: 
Robert D. Murray
Vice President

By: 
Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8. Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of JUN 21 2022.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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Schaumburg, IL 60196-1056
Ph: 800-626-4577

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reports@claims@zurichna.com

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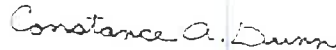

By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

Constance A. Dunn, Notary Public
My Commission Expires July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CITY OF MENIFEE ENGINEERING DEPARTMENT
CONSTRUCTION COST WORKSHEET

PARCEL MAP OR TRACT MAP NO. _____

DATE: 5/1/2023

IP: 22-063

IMPROVEMENTS	FAITHFUL PERFORMANCE SECURITY (100% of Estimated Construction Costs)		MATERIAL & LABOR SECURITY (**50% of Estimated Construction Costs)	
Street/Drainage	\$ 821,025.17	\$ 821,000.00	\$ 410,500.00	
*Flood Control	\$ 0.00	\$ 0.00	\$ 0.00	
Dom Wtr EMWD	\$ 271,447.20	\$ 271,500.00	\$ 135,750.00	
Rec Wtr EMWD	\$ 33,300.00	\$ 33,500.00	\$ 16,750.00	
Sewer EMWD	\$ 5,976.00	\$ 6,000.00	\$ 3,000.00	
Total	<u>1,131,748.37</u>	<u>\$ 1,132,000.00</u>	<u>\$ 566,000.00</u>	
Warranty Retention (10%)		<u>\$ 113,200.00</u>		

DESIGN ENGINEER'S CALCULATION OF IMPROVEMENT BONDING COSTS

Construction items and their quantities, as shown on the attached sheets, are accurate for the improvements required to construct the above project and the mathematical extensions, using City's unit costs, are accurate for determining bonding costs

Above amounts do G do not G include additional 20% for recordation prior to having signed plans (Ordinance 460, Section 10.3E).


Signature

5/1/2023
Date

Tracy Santucci
Name Typed or printed

49673 9/30/2024
RCE# Exp. Date



Civil Engineer's Stamp

*Flood Control Construction Cost Estimate to be provided by Flood Control District. Provide a copy of Flood Control District letter stating cost estimate.

*** PLEASE READ INSTRUCTIONS BELOW ***

1. Quantities are to be taken from the Improvement Plans. Unit cost are to be as provided on "City of Menifee Improvement Requirement Worksheet."
2. Show Performance Bond Amounts to the nearest \$500.00. Material and Labor Bond Amounts are 50% of Performance Bond Amounts. **100% for Flood Control items.
3. For Construction items not covered by "The City of Menifee Improvement Requirements Worksheet", Design Engineer is to provide his opinion of construction cost and use that cost. If City of Menifee Unit Costs are determined to be too low, in the opinion of the design engineer, the higher costs as provided by the Design Engineer should be used.

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
STREET AND DRAINAGE IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
ROADWAY SECTION 1 Area =	59,733	S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)		C.Y.	\$ 25.00	\$ 0.00
2. Projects without a Grading Plan Cut (c) =	432	C.Y.		
Road area and side slopes to daylight Fill (f) =	5,436	C.Y.		
If balance, provide (a.) only, either cut or fill If export, provide (a.)&(b.) a = fill, b = cut - fill If import, provide (a.)&(c), a = cut, c = fill - cut (Unit costs for (a),(b), & (c) are 20% of actual costs to assure that work will be corrected to eliminate hazardous conditions.)				
(a.) Excavate and Fill	432	C.Y.	\$ 0.40	\$ 172.80
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	5,004	C.Y.	\$ 2.80	\$ 14,011.20
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.4583	1,971	TON	\$ 90.00	\$ 177,394.11
Agg Base Class II Thickness in Feet = 1.3333	2,950	C.Y.	\$ 50.00	\$ 147,485.20
Asphalt Emulsion (Fog Seal/Paint Binder)	2.2	Ton	\$ 600.00	\$ 1,327.40
ROADWAY SECTION 2 Area =	3,190	S.F.		
Excavation				
1. Projects with Grading Plan for Roadway Area x 0.50' (hinge point to hinge point)		C.Y.	\$ 25.00	\$ 0.00
2. Projects without a Grading Plan: Cut (c) =	-	C.Y.		
Road area and side slopes to daylight Fill (f) =	-	C.Y.		
(a.) Excavate and Fill	-	C.Y.	\$ 0.40	\$ 0.00
(b.) Excavate and Export	-	C.Y.	\$ 1.10	\$ 0.00
(c.) Import and Fill	-	C.Y.	\$ 2.80	\$ 0.00
Asphalt Concrete (144 lbs/cu.ft) Thickness in Feet (0.33' min.) = 0.5417	124	TON	\$ 90.00	\$ 11,197.59
Agg Base Class II Thickness in Feet = 1.8333	217	C.Y.	\$ 50.00	\$ 10,830.05
Asphalt Emulsion (Fog Seal/Paint Binder)	0.1	Ton	\$ 600.00	\$ 70.89
Sawcut Exist. A.C. Pavement	577	L.F.	\$ 1.00	\$ 577.00
Grinding A.C. , in place	128	S.Y.	\$ 0.60	\$ 76.80
Remove A.C. Pavement	198	S.Y.	\$ 8.00	\$ 1,584.00
Remove Barricade	76	L.F.	\$ 10.00	\$ 760.00
AC overlay (min. 0.10')	1,156	S.F.	\$ 0.90	\$ 1,040.40
Curb and Gutter (Type A-6)	1,096	L.F.	\$ 14.00	\$ 15,344.00
Type "D" Curb	79	L.F.	\$ 15.00	\$ 1,185.00
P.C.C. Cross Gutter and Spandrels	747	S.F.	\$ 10.00	\$ 7,470.00
P.C.C. Sidewalk	10,163	S.F.	\$ 6.00	\$ 60,978.00
P.C.C. Driveway Approach	2,153	S.F.	\$ 8.00	\$ 17,224.00
ADA Access Ramp (w/ new construction)	3	EA.	\$ 1,500.00	\$ 4,500.00
Utility Trench, one side (Edison, Telephone, Cable) (total length of Streets)	1,284	L.F.	\$ 10.00	\$ 12,840.00
Street Lights (including conduit)	5	EA.	\$ 5,000.00	\$ 25,000.00
Place AC Grindings	7,930	S.F.	\$ 0.50	\$ 3,965.00
Stabilized Construction Entrance	1	E.A.	\$ 1,800.00	\$ 1,800.00
Gravel Bags	1,750	E.A.	\$ 4.00	\$ 7,000.00

Silt Fence	2,130	L.F.	\$	8.00	\$	17,040.00
Bonded Fiber Matrix	13,170	S.F.	\$	0.50	\$	6,585.00
DRAINAGE						
Rip Rap (1/4 Ton) Methob B (1.9 tons /CY)	7	C.Y.	\$	80.00	\$	560.00
15" C.S.P. or HDPE N12	220	L.F.	\$	30.00	\$	6,600.00
24" C.S.P. or HDPE N12	92	L.F.	\$	50.00	\$	4,600.00
Catch Basin W=7'	1	EA.	\$	4,000.00	\$	4,000.00
Headwall for 36" or smaller storm drain	4	EA.	\$	3,500.00	\$	14,000.00
Modular Wetlands System	1	EA.	\$	50,000.00	\$	50,000.00
SIGNING, STRIPING AND SIGNALS						
Remove Painted Traffic Stripes and Markings	55	S.F.	\$	2.50	\$	137.50
4" Painted Solid Stripes	1,528	L.F.	\$	0.21	\$	320.88
4" Painted Double Solid Stripes	1,180	L.F.	\$	0.47	\$	554.60
8" Painted Channelizing Line	657	L.F.	\$	0.82	\$	538.74
Painted Two-Way Left Turn Lane	1,166	L.F.	\$	0.82	\$	956.12
12" Thermoplastic Crosswalk & Limit Line	149	L.F.	\$	0.97	\$	144.53
Thermoplastic Pavement Markings	551	S.F.	\$	3.61	\$	1,989.11
Thermoplastic Cross Walk and Pavement Marking	1,472	S.F.	\$	3.00	\$	4,416.00
Relocate Roadside Sign	2	EA.	\$	100.00	\$	200.00
Install Sign (Strap and Saddle Bracket Method)	26	EA.	\$	150.00	\$	3,900.00
Road Sign on existing pole / post (One Post)	7	EA.	\$	150.00	\$	1,050.00
A.	Subtotal				\$	641,425.92
B.	Administrative Contingency (20% x A)				\$	128,285.18
C.	CM - Inspection - LC (8%)				\$	51,314.07
D.	Streets/Drainage Total (A + B)				\$	821,025.17

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
DOMESTIC WATER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
4" Waterline PVC C-900 DR-18	55	L.F.	\$ 25.00	\$ 1,375.00
6" Waterline PVC C-900 DR-18	53	L.F.	\$ 30.00	\$ 1,590.00
12" Waterline PVC C-900 DR-18	2,712	L.F.	\$ 55.00	\$ 149,160.00
4" Gate Valve RS	1	EA.	\$ 715.00	\$ 715.00
6" Gate Valve RS	1	EA.	\$ 830.00	\$ 830.00
12" Gate Valve RS	5	EA.	\$ 2,300.00	\$ 11,500.00
6" Fire Hydrant (Super)	2	EA.	\$ 4,500.00	\$ 9,000.00
6" Blowoff	1	EA.	\$ 4,000.00	\$ 4,000.00
1" Air and Vacuum Valve.	2	EA.	\$ 2,400.00	\$ 4,800.00
4" Service Connection (No Meter)	1	EA.	\$ 4,500.00	\$ 4,500.00
Join at existing end of 8" pipe	2	EA.	\$ 2,000.00	\$ 4,000.00
A.	Subtotal			\$ 188,505.00
B.	Administrative Contingency (20% x A)			\$ 37,701.00
C.	Water Total (A + B)			\$ 226,206.00
	TO HAVING SIGNED PLANS			
D.	20% x C			\$ 45,241.20
E.	Water Total (C + D)			\$ 271,447.20

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
RECYCLED WATER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
4" Waterline PVC C-900 DR-18 Purple	20	L.F.	\$ 25.00	\$ 500.00
6" Waterline PVC C-900 DR-18 Purple	18	L.F.	\$ 30.00	\$ 540.00
8" Waterline PVC C-900 DR-18 Purple	1,298	L.F.	\$ 35.00	\$ 45,430.00
4" Gate Valve RS	1	EA.	\$ 715.00	\$ 715.00
6" Gate Valve RS	1	EA.	\$ 830.00	\$ 830.00
8" Gate Valve RS	2	EA.	\$ 1,340.00	\$ 2,680.00
6" Blowoff	3	EA.	\$ 4,000.00	\$ 12,000.00
1" Air and Vacuum Valve.	1	EA.	\$ 2,400.00	\$ 2,400.00
4" Service Connection (No Meter)	1	EA.	\$ 4,500.00	\$ 4,500.00
A.	Subtotal			\$ 23,125.00
B.	Administrative Contingency (20% x A)			\$ 4,625.00
C.	Water Total (A + B)			\$ 27,750.00
	TO HAVING SIGNED PLAND			
D.	20% x C			\$ 5,550.00
E.	Water Total (C + D)			\$ 33,300.00

CITY OF MENIFEE ENGINEERING DEPARTMENT
IMPROVEMENT REQUIREMENT WORKSHEET
SANITARY SEWER IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
6" PVC SDR 35 Green	75	L.F.	\$ 30.00	\$ 2,250.00
Clean out Lateral	2	EA.	\$ 200.00	\$ 400.00
Adjust M.H. to grade	3	EA.	\$ 500.00	\$ 1,500.00
A.	Subtotal			\$ 4,150.00
B.	Administrative Contingency (20% x A)			\$ 830.00
C.	Sewer Total (A + B)			\$ 4,980.00
	TO HAVING SIGNED PLAND (ORD.460,			
D.	20% x C			\$ 996.00
E.	Sewer Total (C + D)			\$ 5,976.00

Premium: Included in Performance Bond

LABOR AND MATERIALS PAYMENT BOND

District: Menifee Union School District
Project: Elementary School No. 15 Project
Contractor: C. W. Driver, LLC
Surety: Fidelity and Deposit Company of Maryland / Zurich American Insurance Company
Bond No.: 9423006
Penal Sum: Fifty Four Million Five Hundred Seven Thousand Nine Hundred Twenty Seven & 00/100 (\$ 54,507,927.00)

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

THE CONDITION OF THIS OBLIGATION is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorneys' fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this

Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in making a claim on this Payment Bond; or (4) any breach of any contract by the District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

**SURETY'S SOUTHERN CALIFORNIA/LOCAL
REPRESENTATIVE**

Alliant Insurance Services, Inc.
Company Name

18100 Von Karman Avenue, 10th Floor
Street Address

Irvine, CA 92612
City, State, Zip Code

Jim Schaller
Representative Name

(949) 756-0271
Representative Telephone Number

**SURETY'S REPRESENTATIVE FOR FILING
CLAIMS**

Fidelity and Deposit Company of Maryland
Company Name

1299 Zurich Way, 5th Floor
Street Address

Schaumburg, IL 60196-1056
City, State, Zip Code

Claims Department
Representative Name

(847) 605-6000
Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person that signs this Payment Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures, below, of their respective, duly authorized representatives.

PRINCIPAL

C.W. Driver, LLC

Company Name


Representative Signature

Dana Roberts

Representative Name

CEO

Representative Title

February 3, 2023


Date Signed

Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.

SURETY

Fidelity and Deposit Company of Maryland /
Zurich American Insurance Company

Company Name


Representative Signature

Kim Luu

Representative Name

Attorney-in-Fact

Representative Title

January 31, 2023

Date Signed

Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

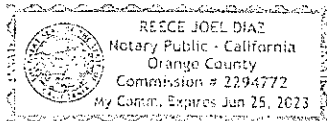
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JAN 31 2023 before me, Reece Joel Diaz, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

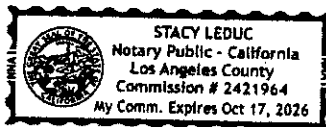
CIVIL CODE § 1189

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

State of California

County of Los Angeles }On February 3, 2023 before me, Stacy LeDuc, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Dana Roberts
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Stacy LeDuc

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reccc Joel DIAZ of **Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of March, A.D. 2022.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this _____ day of JAN 31 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Premium: \$248,583.00

PERFORMANCE BOND

District: Meniffee Union School District
Project: Elementary School No. 15 Project
Contractor: C. W. Driver, LLC
Surety: Fidelity and Deposit Company of Maryland / Zurich American Insurance Company
Bond No.: 9423006
Penal Sum: Fifty Four Million Five Hundred Seven Thousand Nine Hundred Twenty Seven & 00/100 (\$ 54,507,927.00)

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract requires that the Principal furnish a bond to the District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract, which bond must have a penal sum equal to one hundred percent of the total amount payable by the District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

THE CONDITION OF THE FOREGOING PAYMENT OBLIGATION is that, if the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, in full and strict conformance with the requirements thereof, and all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, and to pay liquidated damages to the District), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Project.

Whenever the District declares the Principal to be in default of its obligations pursuant to the Contract, the District having performed its obligations thereunder, the Surety, promptly within the time required by the Contract, shall remedy the default or, at the District's discretion, shall:

- (i) Complete the Project in strict accordance with the terms and conditions of the Contract, including, without limitation, provisions for the time(s) within which the Surety must act; or
- (ii) Obtain, or permit the District to obtain, one or more bids or proposals for any and all work required to complete the Project in strict accordance with the terms and conditions of the Contract, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and the District to enter into a contract, which may be in accordance with Education Code Section 17406, and make available as the work progresses sufficient funds, up to and including a total amount equal to the penal sum set forth herein less the balance of the contract amount, to pay the cost of completing the Project.

The term "balance of the contract amount," as used in the foregoing paragraph, shall mean the total amount payable by the District to Principal pursuant to the Contract and any amendments and changes thereto, less the amounts thereof previously paid by the District to the Principal.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the District, the Surety shall neither use the Principal nor accept a bid or proposal from the Principal for purposes of completing the Project; and (ii) the District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations. In the event the District provides notice to the Surety that the Principal is in default of its obligations pursuant to the Contract and, therefore, the Surety is required, as provided herein, to complete the Project or to arrange for the District to contract for completion of the Project, and, through no fault of the District, the Surety has exceeded the time permitted pursuant to the Contract for doing so, the District may arrange to use replacement contractor(s) selected and contracted for by the District to complete the Project and, in such event, the Surety's payment and other obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited.

Notwithstanding anything to the contrary, in the event the District determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance does not conform with the requirements of the Contract, the District may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the default by the Principal. The Surety and Principal expressly agree that neither the giving of such notice by the District nor the giving of such assistance by the Surety shall be deemed or construed to constitute interference by the District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

**SURETY'S SOUTHERN CALIFORNIA/LOCAL
REPRESENTATIVE**

Alliant Insurance Services, Inc.
Company Name

18100 Von Karman Avenue, 10th Floor
Street Address

Irvine, CA 92612
City, State, Zip Code

Jim Schaller
Representative Name

(949) 756-0271
Representative Telephone Number

**SURETY'S REPRESENTATIVE FOR FILING
CLAIMS**

Fidelity and Deposit Company of Maryland
Company Name

1299 Zurich Way, 5th Floor
Street Address

Schaumburg, IL 60196-1056
City, State, Zip Code

Claims Department
Representative Name

(847) 605-6000
Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person that signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond as evidenced by the signatures, below, of their respective, duly authorized representatives.

PRINCIPAL

C.W. Driver, LLC

Company Name


Representative Signature

Dana Roberts

Representative Name

CEO

Representative Title

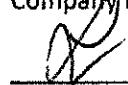
February 3, 2023

Date Signed

SURETY

Fidelity and Deposit Company of Maryland /
Zurich American Insurance Company

Company Name


Representative Signature

Kim Luu

Representative Name

Attorney-in-Fact

Representative Title

January 31, 2023

Date Signed

Principal: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.

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

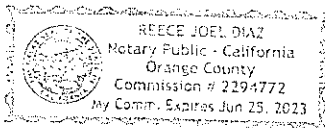
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On JAN 31 2023 before me, Reece Joel Diaz, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kim Luu
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

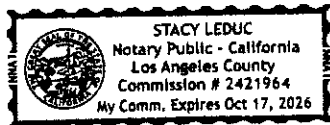
CIVIL CODE § 1189

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

State of California

County of Los Angeles }On February 3, 2023 before me, Stacy LeDuc, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Dana Roberts
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Stacy LeDuc
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer is Representing: _____

Signer's Name: _____

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

Signer is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint James A. SCHALLER, Heather SALTARELLI, Mike PARIZINO, Rachelle RHEAULT, Rhonda C. ABEL, Kim LUU, Jeri APODACA, Janice R. MARTIN, Leigh MCDONOUGH, Reece Joel DIAZ of **Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of March, A.D. 2022.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature in black ink, appearing to read 'Robert D. Murray', is written over a horizontal line.

By: *Robert D. Murray*
Vice President

A handwritten signature in black ink, appearing to read 'Dawn E. Brown', is written over a horizontal line.

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 16th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature in black ink, appearing to read 'Constance A. Dunn', is written over a horizontal line.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of JAN 31 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790