



CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF FERREIRA CONSTRUCTION CO., INC. IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the directors of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED, that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Sr. Vice President/ CFO: Jerry Killian
Sr. Vice President: Dictinio Garcia
Sr. Vice President: Nancy Vliet
Sr. Vice President of Field Operations: Brian Delpome
Vice President of NY Operations: Tom Groark
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 7th day of January, 2021.

FERREIRA CONSTRUCTION CO., INC.

Nelson Ferreira, Director
President

CONTRACTOR'S CERTIFICATION OF COMPLETION

DATE: 11.27.2023

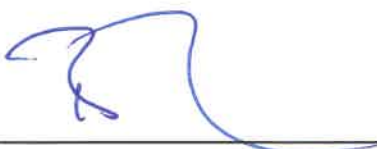
TO: City of Menifee
29844 Haun Rd
Menifee, California 92586

FROM: Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.
(Firm or Corporation)

PROJECT: Holland Road - Water, Sewer, and Recycled Water Utility - CIP No. 13-03

This is to certify that I, acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

1. I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed, and materials used and installed in every particular, in accordance with, and in conformity to, the contract drawings and specifications.
2. The contract work is now complete in all parts and requirements, and ready for your final inspection.
3. I understand and agree that neither the determination by the Owner that the work is complete, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract documents.



Signature of Prime Contractor

Brandon Pensick - Senior Vice President

Print name and title

Signature of Prime Contractor

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

Holland Road – Water, Sewer, and Recycled Water Utility
CIP No. 13-03

LAND SURVEYORS' CERTIFICATION OF COMPLETION

DATE: 11/20/23

TO: City of Menifee
29844 Haun Rd
Menifee, California 92586

FROM: ADKISON ENGINEERS INC DBA ADKAN ENGINEERS
(Firm or Corporation)

PROJECT: Holland Road - Water, Sewer, and Recycled Water Utility - CIP No. 13-03

Work of contract: Perform field survey and locate all Survey Monuments including centerline and property corners or references to them including centerline ties within area of disturbance from construction activities for this project. Prepare and File a corner record referencing survey monument and/or ties subject to disturbance in the office of the Riverside County Surveyor prior to NTP.

Reset monuments and/or references to them and file post construction corner records.

The corner records shall be delivered to the Engineer prior to the commencement of work and at prior to completion of work.

This is to certify that I, the land surveyor of record acting as an authorized official of the above stated firm or corporation, have been properly authorized by said firm or corporation to sign the following statements pertaining to the subject contract:

1.

- _____(initials)I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and survey monuments within area of disturbance have been located and Corner records filed prior to construction and reset with Corner records filed post construction in every particular, in accordance with, and in conformity to business and profession code 8771
- EX (initials)I know, of my own personal knowledge, and do hereby certify, that the work of the contract described above has been performed and **NO** survey monuments and/or references were found within area of disturbance in every particular, in accordance with, and in conformity to business and profession code 8771

2. The contract work is now complete in all parts and requirements.



PLS# 9503 Date 11/20/23

ERIC KARRE SURVEY SUPERVISOR
Print name and title

Signature of Prime Contractor

Brandon Pensick - Senior Vice President
Print name and title

CONTRACTOR'S AFFIDAVIT OF DISPOSAL

WHEREAS, on the 19th day of October, 20 22, the undersigned entered into and executed a contract with City of Menifee for **Holland Road - Water, Sewer, and Recycled Water Utility** as particularly described in said contract and identified as **CIP No. 13-03**, and

WHEREAS, the specifications of said contract requires the Contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner" and that all designated recyclable materials are properly recycled in compliance with the City of Menifee Ordinances.

WHEREAS, said contract has been completed, all surplus materials disposed of, and proof of compliance with the City of Menifee Municipal Code has been furnished.

NOW, THEREFORE, in consideration of the final payment by the City of Menifee to said Contractor under the terms of said contract, the undersigned Contractor, hereby certifies and affirms under penalty of perjury that all surplus materials as described in said contract have been disposed of at the following location(s):

Type of material disposed of

Type of material disposed of

Name of disposal site

Name of disposal site

Address of disposal site

Address of disposal site

Type of material disposed of

Type of material disposed of

Name of disposal site

Name of disposal site

Address of disposal site

Address of disposal site

By signing and submitting this form to the City of Menifee on this 27th day of November, 20 23, I (we) hereby certified and swear under penalty of perjury under the laws of the State of California that the aforementioned information is true and correct without omission, error or misrepresentation.



Signature of Prime Contractor

Date

Signature of Prime Contractor

Date

Brandon Pensick - Senior Vice President

Print name and title

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

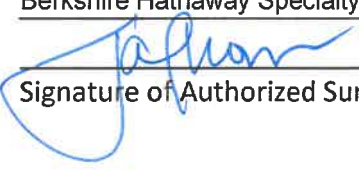
Holland Road – Water, Sewer, and Recycled Water Utility
CIP No. 13-03

CONSENT OF SURETY FOR FINAL PAYMENT

In accordance with the provisions of the contract between the Owner and the Contractor, and the following named Surety: Berkshire Hathaway Specialty Insurance Company on the Payment Bond in the amount of Seven Hundred Fourteen Thousand One Hundred Seventy Four and zero cents (\$714,174.00) Dollars, of the following named Contractor: Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Co. hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety named herein of any of its obligations to the Owner, as set forth in said Surety company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this 27th day of November, 2023.

Berkshire Hathaway Specialty Insurance Company


Signature of Authorized Surety Representative

Jaclyn Thomas, Attorney-in-Fact

Title

(CORPORATE SEAL)

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 27th DAY OF November, 2023 BEFORE ME PERSONALLY APPEARED Jaclyn Thomas TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT Berkshire Hathaway Specialty Insurance Company THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.



Notary Public

Ursula Jakubiak
A Notary Public of New Jersey
My Commission Expires March 8, 2026



**Berkshire Hathaway
Specialty Insurance**

47-SUR-300088-01-0530

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Jaclyn Thomas, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President



NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this November 27, 2023.



Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Kermit.Porter@bhspecialty.com. **THIS POWER OF ATTORNEY IS VOID IF ALTERED**
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

General Correspondence

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	<u>12/31/2022</u>	<u>12/31/2021</u>	<u>12/31/2020</u>
Total invested assets	\$ 5,680,246,430	\$ 6,504,184,299	\$ 5,475,240,588
Premium & agent balances (n	582,469,494	552,510,359	603,615,506
All other assets	217,334,073	142,765,038	157,897,676
Admitted Assets	<u>\$ 6,480,049,997</u>	<u>\$ 7,199,459,696</u>	<u>\$ 6,236,753,770</u>

LIABILITIES & SURPLUS*

	<u>12/31/2022</u>	<u>12/31/2021</u>	<u>12/31/2020</u>
Loss & loss exp. unpaid	\$ 1,495,870,171	\$ 1,142,116,028	\$ 921,923,948
Unearned premiums	536,797,683	484,660,143	372,836,160
All other liabilities	1,065,221,844	1,163,007,684	1,054,922,210
Total Liabilities	<u>3,097,889,698</u>	<u>2,789,783,855</u>	<u>2,349,682,318</u>
Total Policyholders' Surplus	<u>3,382,160,299</u>	<u>4,409,675,842</u>	<u>3,887,071,452</u>
Total Liabilities & Surplus	<u>\$ 6,480,049,997</u>	<u>\$ 7,199,459,697</u>	<u>\$ 6,236,753,770</u>

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.


CONTRACTOR'S AFFIDAVIT OF PAYMENT

To All Whom It May Concern:

WHEREAS, the undersigned has been contracted by the City of Menifee to furnish labor and materials for **Holland Road - Water, Sewer, and Recycled Water Utility - CIP No. 13-03**, under a contract dated the 19th day of October, 2022, in the City of Menifee, County of Riverside, State of California, of which City of Menifee is the Owner.

NOW, THEREFORE, this 27th day of November, 2023 the undersigned, as the Contractor for the above-named Contract pursuant to the Conditions of the Contract hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in anyway be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)



Signature of Prime Contractor Date

Brandon Pensick - Senior Vice President

Print name and title

Signature of Prime Contractor Date

Print name and title

(If the Prime Contractor is a corporation two signatures of corporate officers are required.)

GUARANTEE AGREEMENT

We hereby guarantee that **Holland Road - Water, Sewer, and Recycled Water Utility - CIP No. 13-03**, has been installed in accordance with the drawings and specifications and that the work as installed will fulfill the requirements included in the specifications. The undersigned agrees to promptly repair or replace, in a manner satisfactory to the Engineer, any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of acceptance of the above referenced project by City of Menifee, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor also agrees to indemnify and hold City of Menifee harmless from claims of any kind arising from damage due to said defects in the work constructed under the Contract.

In the event that the undersigned fails to comply with the abovementioned conditions within a reasonable period of time, as determined by City of Menifee, the undersigned hereby authorizes the City of Menifee to proceed with the repair of said defects and the Contractor and his/her surety shall be liable to the City of Menifee for the cost thereof.

Ferreira Construction Co. Inc. dba
Ferreira Coastal Construction Co.

Firm name

10370 Commerce Center Drive Suite B200
Rancho Cucamonga CA 91730

Address

Signature of Prime Contractor or Sub-Contractor

Signature of Prime Contractor or Sub-Contractor

Brandon Pensick - Senior Vice President

Print name and title

Print name and title

Countersigned (required by Prime Contractor if this Guarantee Agreement is for a Sub-Contractor):

Firm name

Address

Signature of Prime Contractor

Signature of Prime Contractor

Print name and title

Print name and title

Contact for Service:

Name

Address

Telephone number and email address