RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City of El Paso de Robles 1000 Spring Street Paso Robles, CA 93446 Attn: City Engineer

Attachment 5 2023035769

Elaina Cano "San Luis Obispo - County Clerk-Recorder 11/30/2023 09:09 AM

Recorded at the request of: PUBLIC

Titles: 1 Pages: 192

Fees: \$0.00 Taxes: \$0.00 Total: \$0.00



Exempt from recording fee, per Government Code Section 6105.

SUBDIVISION IMPROVEMENT AGREEMENT

(Vinedo Backbone – Zone 1, Vinedo Backbone – Zone 2, Vinedo Backbone – Zone 3, Vinedo Backbone- Zone 4, Vinedo Backbone Zone 5, Vinedo Frontage W/Out PA 13)

DATE OF AGREEMENT: _10 / 26 /2023

NAME OF SUBDIVIDER: Olsen Ranch 212 LLC

TRACT MAP NO.:

TENTATIVE MAP RESOLUTION OF APPROVAL NO.: Tract 3153, RES No. 20-032 2/20/23

Tract 3154, RES No. 20-033 2/20/23

ESTIMATED TOTAL COST OF IMPROVEMENTS:

VINEDO FRONTAGE W/OUT PA13: \$2,872,000

VINEDO BACKBONE ZONE 1: \$5,296,200 VINEDO BACKBONE ZONE 2: \$4,907,100 VINEDO BACKBONE ZONE 3: \$6,464,000 VINEDO BACKBONE ZONE 4: \$1,715,100 VINEDO BACKBONE ZONE 5: <u>\$2,809,500</u> Total: \$21,191,900

VINEDO OFFSITE SEWER: \$2,596,700

MONUMENTATION:

(N/A)

SURETY:	Everest National Insurance Company
BONDS:	PERFORMANCE BOND NO:
	VINEDO FRONTAGE W/OUT PA13: ES00016276 VINEDO BACKBONE ZONE 1: ES00016279 VINEDO BACKBONE ZONE 2: ES00016278 VINEDO BACKBONE ZONE 3: ES00016277 VINEDO BACKBONE ZONE 4: ES00016281 VINEDO BACKBONE ZONE 5: ES00016280 VINEDO OFFSITE SEWER: \$2,596,700
LABOR & MATERIALS (PAYMENT') BOND NO.	VINEDO FRONTAGE W/OUT PA13: ES00016276 VINEDO BACKBONE ZONE 1: ES00016279 VINEDO BACKBONE ZONE 2: ES00016278 VINEDO BACKBONE ZONE 3: ES00016277 VINEDO BACKBONE ZONE 4: ES00016281 VINEDO BACKBONE ZONE 5: ES00016280 VINEDO OFFSITE SEWER: \$2,596,700

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This Agreement is made and entered into by and between the **CITY OF EL PASO DE ROBLES**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") and **_OLSEN RANCH 212 LLC**, a California limited liability company (hereinafter referred to as "**SUBDIVIDER**").

RECITALS

A. SUBDIVIDER has presented to CITY for approval and recordation, a final subdivision map of a proposed subdivision pursuant to provisions of the Subdivision Map Act of the State of California and CITY's ordinances and regulations relating to the filing, approval, and recordation of subdivision maps, The Subdivision Map Act and CITY's ordinances and regulations relating to the filing, approval, and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws". A legal description of the property (the "Property") that is the subject of the subdivision map is attached hereto as Exhibit "A" and incorporated herein by reference.

B. A tentative map of the Subdivision has been approved, subject to the Subdivision Laws and to the requirements and conditions contained in the Resolution of Approval. The Resolution of Approval is on file in the Office of the City Clerk and is incorporated into this Agreement by reference.

C. The Subdivision Laws establish as a condition precedent to the approval of a final map that **SUBDIVIDER** must have complied with the Resolution of Approval and must have either (1) completed, in compliance with **CITY** standards, all of the improvements and land development work required by the Subdivision Laws or the Resolution of Approval, or (2) have entered into a secured agreement with **CITY** to complete the improvements and land development within a period of time specified by **CITY**.

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E. Complete Improvement Plans for the construction, installation, and completion of the improvements have been prepared by **SUBDIVIDER** and approved by the City Engineer on **June 8**, 2023 (E22-0033) and June 5, 2023 (ENC22-0096). The Improvement Plans for TRACT MAP NO. <u>3153 & 3154</u> are on file in the Office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the Improvement Plans shall include reference to any specifications for the improvements as approved by the City Engineer.

F. An estimate of the cost for construction of the public improvements and performing land development work in connection with the improvements according to the Improvement Plans has been made and had been approved by the City Engineer. The estimated amount is stated on Page 1 of this Agreement. The basis for the estimate is attached as **Exhibit "B"** to this Agreement, and incorporated herein by reference.

G. CITY has adopted standards for the construction and installation of improvements within CITY, 'The Improvement Plans have been prepared in conformance with CITY standards in effect on the date of approval of the Resolution of Approval.

H. Prior to completion of the required improvements and their acceptance by **CITY**, it is necessary that certain monuments and stakes, as specified on the final map for the Subdivision, shall be installed and also that street signs be placed at intersections.

I. SUBDIVIDER recognizes that by approval of the final map for Subdivision, CITY has conferred substantial rights upon SUBDIVIDER, including the right to sell, lease, or finance lots within the Subdivision, and has taken the final act necessary to subdivide the Property within the Subdivision. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by SUBDIVIDER's failure to perform its obligations under this Agreement, including, but not limited to, SUBDIVIDER's obligation to commence construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and law in the event of a default by SUBDIVIDER, It is specifically recognized that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default, by the SUBDIVIDER shall be within the sole discretion of CITY.

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the final map of the Subdivision, **SUBDIVIDER** and **CITY** agree as follows:

1. <u>SUBDIVIDER's Obligations to Construct Improvements.</u> <u>SUBDIVIDER shall:</u>

a. Comply with all the requirements of the Resolution of Approval, and any amendments thereto, and with the provisions of the Subdivision Laws. The bonds to secure

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b. Complete, at **SUBDIVIDER**'s own expense, all the public improvement work required on the Tentative Map and Resolution of Approval in material conformance with approved Improvement Plans and the **CITY** standards as follows:

IMPROVEMENT	DEADLINE DATE
IMPROVEMENTS (Public):	
Grading of Right-of-Way	DECEMBER 30, 2024
Underground Utilities Installation	DECEMBER 30, 2024
Storm Drainage Installation	DECEMBER 30, 2024
Water Main, Sewer Main, Detention Basin	DECEMBER 30, 2024
Street Improvements	DECEMBER 30, 2024
Street Trees	DECEMBER 30, 2024
Drive Approach	DECEMBER 30, 2024
Landscaping and Irrigation	DECEMBER 30, 2024

NOTE: Subject to any extensions of time approved under Section 22, all improvements must be completed by [December 30, 2024].

SUBDIVIDER agrees that **CITY** may impose necessary changes to the scope of the improvement work if **CITY** determines in its reasonable discretion that such changes are necessary and incidental to the successful completion and function of the improvements or required to meet **CITY**'s standards.

c. Furnish the necessary materials for completion of the public improvements in conformity with the Improvement Plans and **CITY** standards.

d. Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. The SUBDIVIDER's obligations with regard to acquisition by CITY of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between SUBDIVIDER and CITY. SUBDIVIDER shall also be responsible for obtaining any public or private drainage easements or authorization to accommodate the Subdivision.

e. Commence construction of the improvements by the time established in Section 22 of this Agreement and complete the improvements by the deadline stated in Paragraph 1(b) above, unless a time extension is granted by the **CITY** as authorized in Section 22.

f. Install all Subdivision monuments required by law prior to the completion and acceptance of the public improvements by **CITY**.

g. Install street name signs conforming to **CITY** standards. If permanent street name signs have not been installed before acceptance of the improvements by **CITY**, **SUBDIVIDER** shall install temporary street name signs according to such conditions as the City Engineer may require.

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h. **CITY** and **SUBDIVIDER** recognize and agree that the Final Map and this Agreement are intended to be held by the **CITY**, and not transmitted to the County Recorder's Office, pending the funding of the loan to **SUBDIVIDER**'s successor in interest. In the event, for whatever reason, such loan does not fund, **CITY** and **SUBDIVIDER** agree that this Agreement, and all obligations of **SUBDIVIDER** hereunder, shall terminate and no longer be of any force or effect. In such event, **CITY** shall be entitled to revert the subject property to acreage, without objection by **SUBDIVIDER**, and **CITY** shall issue a release of any and all bonds required by this Agreement.

i. The construction plans and specifications for the improvements shall be prepared in all material respects in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The improvements shall be completed in all material respects in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

j. **SUBDIVIDER** and its contractors, if any, shall perform all work required to construct the improvements under this Agreement in a skillful and workmanlike manner, and consistent in all material respects with the standards generally recognized as being employed by professionals in the same discipline in the State of California. **SUBDIVIDER** represents and maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. **SUBDIVIDER** warrants that all of its employees, if any, and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and that such licenses, permits, qualifications and approvals shall be maintained throughout the term of this Agreement.

2. <u>Acquisition and Dedication of Easements or Rights-of-Way</u>. If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by **SUBDIVIDER**, no construction or installation shall be commenced before:

a. The offer of dedication to **CITY** of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or

b. The dedication to, and acceptance by, the **CITY** of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. **SUBDIVIDER** shall comply in all respects with the order of possession,

3. <u>Security</u>. SUBDIVIDER shall at all times guarantee SUBDIVIDER's performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor, materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 50% of the estimated cost of the improvements; and

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by **CITY** against any defective work or labor done or defective materials furnished in the additional amount of 10% of the estimated cost of the improvements; and

d. **SUBDIVIDER** shall also furnish to **CITY** good and sufficient security in the amount of 100% of the estimated cost of setting Subdivision monuments as stated previously in this Agreement,

e. The surety for any surety bonds provided as security shall have a current A.M. Best's rating of no less than A: VIII, shall be authorized to do business in the State of California, and shall be satisfactory to **CITY**. As part of the obligation secured by the security and in addition to the face amount of the security, **SUBDIVIDER** or its surety shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by **CITY** in enforcing the obligations of this Agreement. **SUBDIVIDER** and its surety stipulate and agree that no change, extension of time, alteration, or addition to' the terms of this Agreement, the public improvements, or the plans and specifications for the public improvements shall in any way affect its obligation on the security.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced on Page 1 of this Agreement are incorporated into this Agreement by this reference, If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released,

4. <u>Alterations to Improvement Plans</u>.

a. Any changes, alterations or additions to the improvement plans and specifications or to the improvements, not exceeding 10% of the original estimated cost of the improvement, which are determined by **CITY** to be necessary and incidental to the successful

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b. **SUBDIVIDER** shall construct the improvements in accordance with **CITY** standards in effect at the time of adoption of the Resolution of Approval. **CITY** reserves the right, in its reasonable discretion, to modify the standards applicable to the Subdivision and this Agreement, when necessary to protect the public safety or welfare or comply with applicable State or Federal law or **CITY** zoning ordinances. If **SUBDIVIDER** requests and is granted an extension of time for completion of the improvements, **CITY** may apply the standards in effect at the time of the extension,

5. Observation of Construction. SUBDIVIDER shall at all times maintain proper facilities and safe access for observation of the public improvements by the CITY and to the shops wherein any work is in preparation. Upon completion of the work, SUBDIVIDER may request a final walk through by the City Engineer, or the City Engineer's authorized representative. If the City Engineer, or the designated representative, determine that the work has been completed in accordance with this Agreement, then the City Engineer shall recommend acceptance of the public improvements to the City Council. No improvements shall be finally accepted unless all aspects of the work have been determined to have been completed in accordance with the Improvement Plans and CITY standards. SUBDIVIDER shall bear all costs of the CITY observation of construction.

6. <u>Release of Securities</u>. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof,

b. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom lien have been filed and of which notice has been given to the legislative body, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

c. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 10, the warranty period shall not commence until final acceptance of all the work and improvements by the City Council.

d. **CITY** may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. Injury to Public Improvements, Public Property or Public Utilities Facilities. SUBDIVIDER shall replace or have replaced, or repair or have repaired, as the case may be, all public improvements, public utilities facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. SUBDIVIDER shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed by reason of any work done under this Agreement which is within SUBDIVIDER'S control, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

8. <u>Permits</u>. SUBDIVIDER shall, at SUBDIVIDER's expense, ensure that his/her contractors obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

9. Default of SUBDIVIDER.

a. Default of **SUBDIVIDER** shall include, but not be limited to, **SUBDIVIDER's** failure to timely commence construction of this Agreement; **SUBDIVIDER's** failure to timely cure any defect in the improvements; **SUBDIVIDER's** failure to perform substantial construction work for a period of 20 calendar days after commencement of the work, unless such delay is beyond the reasonable control and without misconduct or negligence of **SUBDIVIDER**; **SUBDIVIDER's** insolvency, appointment of a receiver, or the filing of any petition in bankruptcy either voluntary or involuntary which **SUBDIVIDER** fails to discharge within 30 days; the commencement of a foreclosure action against the Subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or **SUBDIVIDER's** material failure to perform any other obligation under this Agreement.

b. **CITY** reserves to itself all remedies available to it at law or in equity for breach of **SUBDIVIDER**'s obligations under this Agreement. **CITY** shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate **CITY**'s damages in event of default by **SUBDIVIDER**. The right of **CITY** to draw upon or utilize the security is additional to and not in lieu of any other remedy available to **CITY**. It is specifically recognized that the estimated costs and. security amounts may not reflect the actual cost of construction, or installation of the improvements and, therefore, **CITY**'s damages for **SUBDIVIDER**'s default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by **CITY** for the completion of the public improvements in accordance with the improvement plans and specifications contained herein.

In the event of **SUBDIVIDER**'s default under this Agreement, **SUBDIVIDER** authorizes **CITY** to perform such obligation 20 days after mailing written notice of default to **SUBDIVIDER** and to **SUBDIVIDER**'s surety, and agrees to pay the entire cost of such performance by **CITY**.

CITY may take over the work and prosecute the same to completion, by contract or by any other method **CITY** may deem advisable, for the account and at the expense of **SUBDIVIDER**, and **SUBDIVIDER**'s surety shall be liable to **CITY** for any excess cost or damages occasioned **CITY** thereby; and, in such event, **CITY**, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to **SUBDIVIDER** as may be on the site of the work and necessary for the performance of the work.

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c. Failure of **SUBDIVIDER** to materially comply with the terms of this Agreement shall constitute consent to the filing by **CITY** of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection c. is in addition to and not in lieu of other remedies available to **CITY**. **SUBDIVIDER** agrees that the choice of remedy or remedies for **SUBDIVIDER**'s breach shall be in the discretion of **CITY**.

d. In the event that **SUBDIVIDER** materially fails to perform any obligation hereunder, **SUBDIVIDER** agrees to pay all costs and expenses incurred by **CITY** in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

e. The failure of **CITY** to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of **SUBDIVIDER**.

10. <u>Warranty</u>.

SUBDIVIDER shall guarantee or warranty the work done pursuant a. to Section 1 of this Agreement for a period of one year after final acceptance by the City Council of the work and improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by SUBDIVIDER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, SUBDIVIDER shall without delay and without any cost to CITY, repair, or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. SUBDIVIDER further acknowledges and understands within the one (1) year warranty period as the project is accepted as final, SUBDIVIDER will bear the total responsibility for all repair and/or replacement of the improvements as installed, reserving to SUBDIVIDER the right of recourse or indemnity against any third party who causes damage to such improvements. Should SUBDIVIDER fail to act promptly or in accordance with this replacement, SUBDIVIDER hereby authorizes CITY, at CITY's option, to perform the work 20 days after mailing written notice of default to SUBDIVIDER and. to SUBDIVIDER's surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and SUBDIVIDER shall pay to CITY the cost of such repairs,

b. **SUBDIVIDER**'s warranty shall include the responsibility for the maintenance of landscaping improvements installed pursuant to Section 1 of the Agreement. **SUBDIVIDER** shall provide on-going maintenance of landscape improvements installed pursuant to Section 1 of this Agreement for a period of one-year after final acceptance by the City Council without any cost to **CITY**. The responsibility of maintenance of landscape improvements shall include, but not be limited to, the repair, replacement or replanting of any landscaping of deteriorating condition as directed by the City Maintenance Services Superintendent.

11. <u>SUBDIVIDER Not Agent of CITY</u>. Neither SUBDIVIDER nor any of SUBDIVIDER's agents or contractors are or shall be considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

12. **Damage to Improvements**. Until such time as the improvements are accepted by **CITY**, **SUBDIVIDER** shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by **CITY**, **SUBDIVIDER** will be responsible for the care, maintenance of, and any damage to such improvements. **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of the cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by **SUBDIVIDER**.

13. <u>Other Agreements</u>. Nothing contained in this Agreement shall preclude **CITY** from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of **CITY** ordinances providing therefore, nor shall anything in this Agreement commit **CITY** to any such apportionment.

14. <u>SUBDIVIDER's Obligation to Warn Public During Construction</u>. Until final acceptance of the improvements, **SUBDIVIDER** shall give good and adequate warning to the public of each and every dangerous condition existent in said improvements, and will take all reasonable actions to protect the public from such dangerous condition.

15. <u>Vesting of Ownership</u>. Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the improvements constructed pursuant to this Agreement shall vest in CITY.

16. <u>Final Acceptance of Work</u>. Acceptance of the work on behalf of CITY shall be made by the City Council upon recommendation of the City Engineer after final completion of all improvements, The City Council, shall act upon the Engineer's recommendation within 30 days from the date the City Engineer notifies the City Council that the work has been finally completed, as provided in Paragraph 5. Such acceptance shall not constitute a waiver of defects by CITY. The City Council may, in its sole and absolute discretion, accept fully completed portions of the public improvements prior to such time as all of the public improvements are complete, which shall not release or modify SUBDIVIDER's obligation to complete the remainder of the public improvements within the time required by this Agreement. Upon the total

or partial acceptance of the public improvements by **CITY**, the City Clerk shall file with the Recorder's Office of the County of San Luis Obispo, a notice of completion for the accepted public improvements in accordance with California Civil Code Section 9204, at which time the accepted public improvements shall become the sole and exclusive property of **CITY** without payment therefor. Notwithstanding the foregoing, **CITY** may not accept any improvements unless and until **SUBDIVIDER** provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such improvements. The drawings shall be certified and shall reflect the condition of the improvements as constructed, with all changes incorporated therein.

17. Lien. To secure the timely performance of SUBDIVIDER's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, SUBDIVIDER hereby creates in favor of CITY a lien against all portions of the Property not dedicated to CITY or some other governmental agency for a public purpose. As to SUBDIVIDER's default on those obligations for which security has been provided pursuant to this Agreement, CITY shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

18. Indemnity/Hold Harmless. CITY or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement. SUBDIVIDER further agrees to protect, indemnify, and hold harmless CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of SUBDIVIDER, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public drainage systems, streets and other public improvements. Acceptance by CITY of the improvements shall not constitute an assumption by the CITY of any responsibility for any damage or taking covered by this paragraph. CITY shall not be responsible for the design or construction of the Subdivision or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by SUBDIVIDER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design. After acceptance of the improvements, SUBDIVIDER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect, and to be responsible for maintenance and care of the improvements for one year. Provisions of this paragraph shall remain in full force and effect for 10 years following the acceptance by CITY of improvements. It is the intent of this section that SUBDIVIDER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and SUBDIVIDER approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

SUBDIVIDER shall provide **CITY** with a certificate of insurance in the aggregate amount of \$1,000,000.00 and in a form acceptable to the City Engineer as set forth in Section 19, below.

19. Insurance.

a. <u>Types; Amounts</u>. SUBDIVIDER shall procure and maintain, and shall require its contractors and subcontractors to procure and maintain, during construction of any public improvement pursuant to this Agreement, insurance of the types and in the amounts described below ("Required Insurance") and without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this Section 14.0, et seq., the "indemnified parties" shall mean **CITY**, its elected officials, officers, employees, agents, and volunteers, as described in this Agreement. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to **CITY**, its elected officials, officers, employees, agents, and volunteers,

i. <u>Commercial General Liability</u>. **SUBDIVIDER**, its contractors and subcontractors shall procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least One Million Dollars (\$1,000,000,00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse, or underground hazard (XCU).

ii. <u>Automobile liability</u>. **SUBDIVIDER** and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.00) each accident. Such insurance shall include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible, If **SUBDIVIDER** does not own any company vehicles and if requested by, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.

iii. Workers' Compensation. **SUBDIVIDER**, its contractors and subcontractors shall procure and maintain workers' compensation insurance with limits as required by the Labor Code of the State of California and Employers' Liability Insurance of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

iv. <u>Professional Liability</u>. If applicable to this Agreement and required by **CITY**, for any consultant or other professional who will engineer or design the public improvements, professional liability insurance for errors and omissions with limits not less than One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the public improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the

retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

b. <u>Deductibles</u>. Any deductibles or self-insured retentions must be approved by **CITY** in writing and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

c. <u>Certificates; Verification</u>. **SUBDIVIDER** and its contractors and subcontractors shall furnish **CITY** with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by **CITY** prior to the execution of this Agreement and before work pursuant to this Agreement can begin. **CITY** reserves the right to require complete, certified copies of all required insurance policies at any time.

d. <u>Insurer Rating</u>. Unless approved in writing by **CITY**, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to **CITY**.

e. <u>Endorsements</u>.

i. The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement, The "Additional Insured Endorsement" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30)

day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall apply to the obligations assumed by SUBDIVIDER, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

f. The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium,

g. The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon **CITY**, except ten (10) days prior written notice shall be allowed for non-payment of premium.

20. <u>Sale or Disposition of Subdivision</u>. Sale or other disposition of this Property will not relieve SUBDIVIDER from the obligations set forth herein. SUBDIVIDER agrees to notify CITY in writing at least 30 days in advance of any actual or pending sale or other disposition of the Property. If SUBDIVIDER sells the Property or any portion of the Property within the Subdivision to any other person, SUBDIVIDER may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, SUBDIVIDER may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve SUBDIVIDER of the obligations under Paragraph 17 for the work or improvement done' by SUBDIVIDER.

21. <u>Time of the Essence</u>. Time is of the essence of this Agreement.



Time for Commencement of Work/Time Extensions. SUBDIVIDER 22. shall commence substantial construction of the improvements required by this Agreement not later than nine (9) months prior to the time for completion as set forth in Section of this Agreement. In the event SUBDIVIDER is unable to complete the improvement work by the deadline, a written request to extend the deadline shall be submitted to the City Engineer at least four (4) weeks in advance of the deadline, arid said request will be presented to the City Council for consideration. At that time, the City Council shall have the option of terminating or extending this Agreement. If an extension of the deadline is allowed, the City Council may require additional securities, including, but not limited to, forfeitable cash deposits, to guarantee construction of the public improvements by the extended deadline. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle **SUBDIVIDER** to an extension. Delay, other than delay in the commencement of work, resulting from an act of CITY, or by an act of God, which SUBDIVIDER could not have reasonably foreseen, or by storm or inclement weather which prohibits the conducting of work, and which were not caused by or contributed to by SUBDIVIDER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require SUBDIVIDER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

23. <u>No Vesting of Rights</u>. Performance by **SUBDIVIDER** of this Agreement shall not be construed to vest **SUBDIVIDER**'s rights with respect to any change in any zoning or building law or ordinance.

24. <u>Notices</u>. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this section. Notice shall be effective on the date it is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows unless a written change of address is filed with **CITY**:

CITY:

City of El Paso de Robles 1000 Spring Street Paso Robles, CA 93446

SUBDIVIDER:

Attn: OLSEN RANCH 212 LLC 179 NIBLICK RD #166 PASO ROBLES, 93446

Surety:

EVEREST NATIONAL INSURANCE COMPANY Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059

DOC #2023035769 Page 16 of 192

26. <u>Captions</u>. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

27. Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of San Luis Obispo, California. Each party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding. Without limiting the generality of the foregoing waiver, **SUBDIVIDER** expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

28. <u>Litigation or Arbitration</u>. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees,

29. <u>Incorporation of Recitals</u>. The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

30. <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of **CITY**, the appropriate party shall be the City Manager.

[Signatures on following page]



IN WITNESS WHEREOF, this Agreement is executed by CITY, by and through its City Manager.

CITY:

CITY OF EL PASO DE ROBLES

By:

Ty Lewis, City Manager

ATTEST:

Melissa Boyer, City Clerk

Approved as to Form:

By: <u>Ilegaheth Ukegner Hull</u> Elízabeth Hull, City Attorney

SUBDIVIDER:

OLSEN RANCH 212, LLC

3 Bv:

Name: Danny Brose Title: Principal, Olsen Ranch 212, LLC



IN WITNESS WHEREOF, this Agreement is executed by **CITY**, by and through its City Manager.

CITY:

CITY OF EL PASO DE ROBLES ť By: Ty Lewis, ty Manager

ATTEST: Melissa Boyer, City Clerk

Approved as to Form:

By:

Elizabeth Hull, City Attorney

SUBDIVIDER:

OLSEN RANCH 212, LLC

Ъу: ∠

Name: Danny Brose Title: Principal, Olsen Ranch 212, LLC

ACKNOWLE	DGMENT
A notary public or other officer completing this certificate verifies only the identity of the individu who signed the document to which this certificat attached, and not the truthfulness, accuracy, or validity of that document.	te is
State of California County of San Luis Obispo)	
On Novembers 14, 2023 before me, M	Ielissa Boyer, Notary Public
	(insert name and title of the officer
personally appeared Ty Lewis	
who proved to me on the basis of satisfactory evid subscribed to the within instrument and acknowled his/her/their authorized capacity(ies), and that by h person(s), or the entity upon behalf of which the pe	dged to me that he/she/they executed the same ir his/her/their signature(s) on the instrument the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal.	MELISSA BOYER Notary Public - California San Luis Obispo County
Signature Mellisse Bryler	(Seal)

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OFFICIAL CALIFORNIA NOTARIAL CERTIFICATE ACKNOWLEDGEMENT

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 San Luis Obispo

On <u>Mov 6.2023</u> before me, <u>Karen Gulark Mutary Rubic</u>, personally appeared <u>Danny Brose</u>, 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 Karen Julanto

(Seal)





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EXHIBIT A

LEGAL DESCRIPTION

TRACT 3153

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF TRACT 3152 AS RECORDED IN BOOK 40 OF MAPS AT PAGES 44 TO 51, INCLUSIVE, SAN LUIS OBISPO COUNTY RECORDS.

TRACT 3154

IN THE CITY OF PASO ROBLES, COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA BEING A SUBDIVISION OF TRACT 3155 AS RECORDED IN BOOK 40 OF MAPS AT PAGES 52 TO 62, INCLUSIVE, SAN LUIS OBISPO COUNTY RECORDS.



EXHIBIT B

LIST OF PUBLIC IMPROVEMENTS AND COST ESTIMATES TRACT NO. 3024-4



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CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: <u>Vinedo Frontage W/Out PA 13</u> DEVELOPER: <u>Olsen Ranch 212, LLC</u> PERFORMANCE BOND NO: <u>ES00016276</u> Premium: \$57,440.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Frontage W/Out PA 13</u>, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California. hereinafter called "City", in the penal sum of Two Million Eight Hundred Seventy-Two Thousand and No/100 dollars (\$2,872,000.00), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

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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 to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of 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, onOctober 24, 2023.
By
Principal: Olsen Ranch 212, LLC
Surety: Everest National Insurance Company
Due 14 1 4 The
By: <u>Cherry L. Thomas</u> , Attorney-In-Fact
1340 Treat Blvd. Ste. 450
Address
1144,055
Walnut Creek, CA 94597
Address
ACKNOWLEDGMENT
State of California
County of San luis Obispo
On 10-25. 2023, before me, Usa Kae Groves, Notary Lublic
(here insert name and title of the officer) '
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.
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 Usa Suoves My Comm. Expires Mar 2, 2027
Confi
*See Attached
California Notary
Acknowledgement
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Performance Bond 05/08

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Page 2 of 2

Attachment 5 DOC #2023035769 Page 24 of 192

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

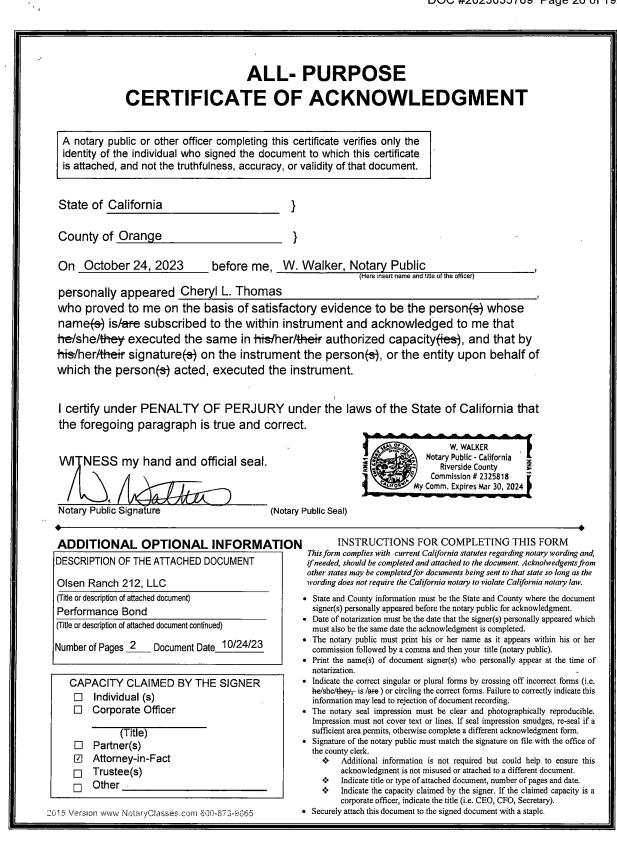
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A notary public or other officer completing this		
certificate verifies only the identity of the		
individual who signed the document to which this		
certificate is attached, and not the truthfulness,		
accuracy, or validity of that document.		
State of California		
County of San Luis Obispo		
	Kae Groves, No	-
	NAME, TITLE OF OFF	FICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Danny Brose	NAME(S) OF SIGNER(S)	
who proved to me on the basis of satisfactory evidence he within instrument and acknowledged to me that h capacity(ies), and that by his/her/their signature(s) on which the person(s) acted, executed the instrument.	ce to be the person(s) e/she/they executed th	he same in his/her/their/authorized
certify under PENALTY OF PERJURY under the lav s true and correct.	vs of the State of Califo	ornia that the foregoing paragraph
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\wedge		LISA KAE GROVES
Lisa Guorlo	(NOTARY SEAL)	Notary Public - California
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1



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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attomey(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach therefore the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

Attachment 5 DOC #2023035769 Page 28 of 192

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Robin

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp-Sem

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

PAYMENT BOND

 PROJECT NO.:
 Vinedo Frontage W/Out PA 13

 DEVELOPER:
 Olsen Ranch 212, LLC

 PAYMENT BOND NO.:
 ES00016276

 Premium: included in Performance Bond

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WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Frontage W/Out PA 13</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Two Million Eight Hundred Seventy-Two Thousand and No/100</u> dollars (<u>\$ 2.872,000.00</u>), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND Page 2 of 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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 _____ October 24 2023. Olsen Ranch 212, By: Principal Everest National Insurance Company Surety Cheryl L. Thomas, Attorney-In-Fact

1<u>340 Treat Bivd. Ste. 450, Walnut Creek, CA 9459</u>7 Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

	ACKNOWLEDGMENT
State of	-)
County of	SS.
	_,
On, befo	re me,, (here insert name and title of the officer)
personally appeared	(here insert name and title of the officer)
who proved to me on the basis of subscribed to the within instrument his/her/their authorized capacity(ies)	satisfactory evidence to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in), and that by his/her/their signature(s) on the instrument the which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJ paragraph is true and correct.	URY under the laws of the State of California that the foregoing
Witness my hand and official seal.	*See Attached
Signature	
	ACKNOWLEDGMENT
State of County of	
On , befor	re me,,
	(here insert name and title of the officer)
personally appeared	
subscribed to the within instrument his/her/their authorized capacity(ies).	satisfactory evidence to be the person(s) whose name(s) is/are and acknowledged to me that he/she/they executed the same in , and that by his/her/their signature(s) on the instrument the 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.

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Signature ***See Attached CA All Purpose Acknowledgment***

 N_{1},q^{2}

Attachment 5 DOC #2023035769 Page 32 of 192

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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individual who signed the document to which this certificate is attached, and not the truthfulness,	
accuracy, or validity of that document.	
County of San Luis Obispo	
on 10/25/2023 before me, Lisa	Kae Groves, Notary Public NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
ersonally appeared Danny Brose	NAME, THE OF OFFICER - E.S., SANE DOE, NOTART FOLIO
e within instrument and acknowledged to me that h	NAME(S) OF SIGNER(S) nee to be the person(s) whose name(s) is/are subscribed to ne/she/they executed the same in his/her/their/authorized n the instrument the person(s), or the entity upon behalf of
certify under PENALTY OF PERJURY under the la true and correct.	ws of the State of California that the foregoing paragraph
VITNESS my hand and official seal.	
Line Guores	LISA KAE GROVES Notary Public - California
Nuce Otto	(NOTARY SEAL) San Luis Obispo County S Commission # 2441117
GNATURE OF NOTARY PUBLIC	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
PTIONAL hough the data below is not required by law, it may	Commission # 2441117
PTIONAL hough the data below is not required by law, it may	Commission # 2441117 My Comm. Expires Mar 12, 2027
PTIONAL POPTIONAL Provent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL	prove valuable to persons relying on the document and could
PTIONAL hough the data below is not required by law, it may revent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT
PTIONAL POPTIONAL Provent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER CORPORATE OFFICER CORPORATE OFFICER	prove valuable to persons relying on the document and could
PPTIONAL hough the data below is not required by law, it may revent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S)	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond
	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond
GNATURE OF NOTARY PUBLIC PPTIONAL hough the data below is not required by law, it may revent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) I PARTNER(S) I LIMITED I GENERAL I ATTORNEY-IN-FACT	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond
	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT
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	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT
gNATURE OF NOTARY PUBLIC GNATURE OF NOTARY PUBLIC PPTIONAL hough the data below is not required by law, it may revent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER INDIVIDUAL CORPORATE OFFICER INDIVIDUAL GENERAL INTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	Prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023
GINATURE OF NOTARY PUBLIC Deprional Though the data below is not required by law, it may revent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	Prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023

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CEB'	Essential

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

	L- PURPOSE
CERTIFICATE	OF ACKNOWLEDGMENT
A notary public or other officer completing t identity of the individual who signed the doc is attached, and not the truthfulness, accurac	ument to which this certificate
State of California	_ }
County of <u>Orange</u>	_ }
On October 24, 2023 before me,	W. Walker, Notary Public (Here insert name and title of the officer)
the foregoing paragraph is true and co WITNESS my hand and official seal.	Y under the laws of the State of California that prrect. W. WALKER Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co WITNESS my hand and official seal.	w. walker W. walker W. walker W. walker W. walker W. walker W. walker W. walker Notary Public - California Riverside County Commission # 2325818
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co WITNESS my hand and official seal.	Notary Public Seal)
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co WITNESS my hand and official seal. Notary Public Signature (r ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	Y under the laws of the State of California that Orrect. W. WALKER Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California attutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgents frother states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must pet the act that the signer(s) personally appeared whi must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time
I certify under PENALTY OF PERJUR the foregoing paragraph is true and co WITNESS my hand and official seal. WITNESS my hand and official seal. With the foregoing paragraph is true and co WITNESS my hand and official seal. Motary Public Signature (for the signature) Motary Public Signature) (for the signature) Motary Public Signature) (for the signature) Motary Public Signature) (for the	Tion INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording as if needed, should be completed and attached to the document. Acknolwedgents fri other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary low vording does not require the California notary to violate California notary low vording does not require the California notary to violate California notary low vording does not require the California notary to violate California notary low vording does not require the California notary to violate California notary low vording does not require the California notary to violate California notary low vording does not require the california notary to violate California notary low vording does not require the california notary to violate California notary low indice California notary low vording does not require the california notary to violate California notary low vording does not require the california notary to violate California notary low indice California notary low vording does not require the California notary to violate California notary low indice California notary low vording does not require the california notary to violate California notary low lower the document signer(s) personally appeared before the notary public for acknowledgment.

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

Attachment 5 DOC #2023035769 Page 35 of 192

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

> LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th_day of October __2023.



Syp Sem 5

By: Sylvia Semerdjian, Secretary

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					nt 5 769 Page 36 of 192
COUNTY SAN LUIS OBISPO St	COUNTY OF DEPARTMEN andard Unit Costs for P	t of f	PUBLIC W	ORKS	
	Project: VINEDO FRONTAGE	E W/OUT	PA13		
Prei	pared by: JLB				
-	m Name: RICK ENGINEERING	2			
	Date: October 19, 2023		<u> </u>		
PRICE INDEX BASELI	NE, 2011 CALTRANS INDEX =	51.6		· · · ·	
	Quarter 2021 PRICE INDEX =	92.0	Caltrans		
-ÈNGINEER'S SEAL-	· · · · · · · · · · · · · · · · · · ·		_	-RESULTS-	
				Subtotal	\$1,126,947.28
	· ·		· -	Cost Index Factor Adjusted Subtotal	1.78 \$2,008,412.25
EDPROFESSIONA				Aujusteu Subtotai	<i>φ</i> 2,000,412.25
STATISTICS STATISTICS				Inflation (10%)	\$200,841.22
No. 70998			_	Administration (20%-40%)	\$401,682.45
No. 70998 ★ EXP. 6/30/25				Adjusted Subtotal	\$2,610,935.92
CIVIL CIVIL				Contingency (10%)	\$261,093.59
FIF OF CALIFORN			-		
of the					
			IOTAL	SECURITY TO BE POSTED: (rounded to the nearest \$100)	\$2,872,000
			· L	(rounded to the fleatest \$100)	
KDWSC	10/25/23				
Engineer's signature	date				
					revised 6/1/2022
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page 1 of 11



SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
LEARING AND GRUBBING		\$0.03	SF			-
REE REMOVAL	-	\$300.00	EA			-
CONCRETE REMOVAL	S.W.	\$3.25	SF			-
CONCRETE REMOVAL	C & G	\$10.00	LF			-
BRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
THER REMOVAL (SPECIFY)						-
BANDON WELL		\$1,650.00	EA			-
BANDON SEPTIC SYSTEM		\$500.00	EA			-
DISPOSAL OF CLIII BASE		\$29.00	CY	\$360		-
XCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			-
MPORT	0-1000 CY	\$31.00	CY	\$500		-
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY			
INE GRADING		\$0.30	SF			-
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page 2 of 11



ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		-
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800	30220	111,814.00
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	34704	194,342.40
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800		-
CLASS II AGG. BASE	4"	\$0.87	SF			-
CLASS II AGG. BASE	6"	\$1.30	SF			-
CLASS II AGG. BASE	8"	\$1.75	SF			-
CLASS II AGG. BASE	10"	\$2.10	SF			-
CLASS II AGG. BASE	12"	\$2.50	SF			-
CLASS II AGG. BASE	18"	\$3.70	SF		30220	111,814.00
CLASS II AGG. BASE		\$35.00	TON			-
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		2058	34,986.00
GEOTEXTLE FABRIC		\$1.00	SF			-
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
SAW CUT	HMA	\$2.17	LF	\$250	2654	5,759.18
CLASS II AGG. BASE	20.5"	\$4.50	SF		34704	156,168.00
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					Subtotal	614,883.58

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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF	T		-
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		2035	26,455.00
CURB AND GUTTER	6" (C-2)	\$22.00	LF		2519	55,418.00
CURB ONLY	C-2A	\$16.00	LF			-
HOT MIX ASPHALT DIKE	C-3	\$10.00	L.F	\$800		
SIDEWALK	C-4	\$10.00	SF		12605	126,050.00
GUARDRAIL		\$40.00	LF			-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY	-	\$1.50	SF	\$625		-
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					Subtotal	207,923.00

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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		2	7,800.00
RURAL INLET	D-2A,B	\$1,700	EA		,	-
CULVERT PIPE	15"	\$38.00	ĹF		1000	38,000.00
CULVERT PIPE	18"	\$60.00	LF			
CULVERT PIPE	24"	\$80.00	LF			-
CULVERT PIPE	30"	\$90.00	LF			
CULVERT PIPE	36"	\$105.00	LF			-
CULVERT PIPE	48"	\$135.00	LF			-
CULVERT PIPE	60"	\$150.00	LF			-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		1	3,420.00
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA			-
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY			_
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA	-	3	13,500.00
TIE TO EX. MANHOLE		\$2,000	EA			-
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
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					Subtotal	62,720.00

page 5 of 11



WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA			-
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		132	7,656.00
WATER MAIN	10"	\$68.00	ĹF			-
WATER MAIN	12"	\$92.00	LF			-
WATER MAIN	14"	\$106.00	LF			-
WATER MAIN	16"	\$120.00	LF			-
HOT TAP	6"	\$1,998.00	EA			-
HOT TAP	8"	\$2,238.00	EA			-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA			-
GATE VALVE	6"	\$1,500.00	EA			-
GATE VALVE	8"	\$2,056.00	EA		8	16,448.00
FIRE HYDRANT	W-2	\$4,800.00	EA		3	14,400.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA			-
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA		2	3,100.00
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA			-
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA			-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA			-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		5	1,925.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA			-
THRUST BLOCKS	W-1, 12"	\$714.00	EA			-
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
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	• • • • • • • • • • • • • • • • • • • •	•			Subtotal	43,529.0

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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA	,		-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		655	32,750.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF			-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF			-
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		2	9,000.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA			-
TIE TO EXISTING MANHOLE		\$2,000.00	EA		1	2,000.00
FORCE MAIN	4" OR LESS	\$40.00	LF			-
ADJUST MANHOLE COVER		\$535.00	EA			-
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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			-
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA			-
JUNCTION POLE	RELOCATE	\$9,000.00	EA			-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA			-
INSTALL SIDEWALK GUY		\$1,300.00	EA			-
STREET LIGHTS		\$5,000.00	EA		6	30,000.00
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA			-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA			-
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TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		~ ·
TRAFFIC STRIPING	PAINT	\$0.60	LF			-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		4280	5,136.00
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			-
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		6	3,600.00
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-
BARRICADE	METAL (M-2)	\$1,300.00	EA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF		225	18,000.00
MARKERS AND DELINEATORS		\$32.00	EA			-
CONSTRUCTION AREA SIGNS		\$400.00	EA			-
TRAFFIC CONTROL	% OF IMPV.	3%	EA		1188600	35,658.00
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page 9 of 11



EROSION CONTROL: SEC. 1.1.2.J & APP.B	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG		\$3.00	EA		700	2,100.00
JUTE MAT		\$0.35	SF			-
STRAW MAT	×	\$0.28	SF			-
STRAW BALE BARRIER		\$5.24	LF			-
STRAW BALE INLET BARRIER		\$3.53	LF		4490	15,849.7
SILT FENCE		\$2.81	LF			-
FIBER ROLLS	· · · · -	\$1.96	LF			-
FIBER MAT		\$0.40	SF			-
HYDROSEED		\$0.33	SF			-
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					Subtotal	17,949.1

page 10 of 11



MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF			-
OTHER FENCE			LF		,	-
GATE		\$721.00	EA			-
ANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	21899	43,798.00
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)		-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)		-
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					Subtotal	43798.0

page 11 of 11



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

DOC

PROJECT NO.: <u>Vinedo Offsite Sewer</u> DEVELOPER: <u>Olsen Ranch 212, LLC</u> PERFORMANCE BOND NO: <u>ES00016282</u> Premium: \$51,934.00

 WHEREAS, the City Council of the City of El Paso de Robles, State of California, and

 Olsen Ranch 212, LLC
 (hereinafter designated as

 "Principal") have entered into Agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project

 Vinedo Offsite Sewer____, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California. hereinafter called "City", in the penal sum of Two Million Five Hundred Ninety-Six Thousand Seven Hundred and No/100 dollars lawful (\$_2,596,700.00_), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

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 to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the agreement or to the work or to the specifications.

surety above named, on	October 26th Olsen Ranch 212/LC By: Principal:
	Surety: Everest National Insurance Company
	By: <u>Cheryl X. Thomas</u> Cheryl L. Thomas, Attorney-In-Fact
	<u>_1340 Treat Blvd. Ste. 450</u>
	Address
	Walnut Creek, CA 94597
	Address
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State of	CKNOWLEDGMENT
	SS.
	SS.
County of, before me,	(here insert name and title of the officer)
County of, before me,, on, before me,, personally appeared, who proved to me on the basis of satisfactor the within instrument and acknowledged to capacity(ies), and that by his/her/their signate which the person(s) acted, executed the instru-	(here insert name and title of the officer) y evidence to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized ure(s) on the instrument the person(s), or the entity upon behalf of
County of, before me,, on, before me,, personally appeared, who proved to me on the basis of satisfactor the within instrument and acknowledged to capacity(ies), and that by his/her/their signate which the person(s) acted, executed the instru- I certify under PENALTY OF PERJURY under	(here insert name and title of the officer) y evidence to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized ure(s) on the instrument the person(s), or the entity upon behalf of iment.
County of, before me,, before me,, before me,, personally appeared, who proved to me on the basis of satisfactor the within instrument and acknowledged to capacity(ies), and that by his/her/their signate which the person(s) acted, executed the instrue I certify under PENALTY OF PERJURY under strue and correct.	(here insert name and title of the officer) y evidence to be the person(s) whose name(s) is/are subscribed to me that he/she/they executed the same in his/her/their authorized ure(s) on the instrument the person(s), or the entity upon behalf of iment. der the laws of the State of California that the foregoing paragraph

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Page 2 of 2

Attachment 5 DOC #2023035769 Page 48 of 192

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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 San Luis Obispo	
On 10/27/2023 before me, Lisa Ka DATE personally appeared Danny Brose	ne/they executed the same in his/her/their/authorized
I certify under PENALTY OF PERJURY under the laws on is true and correct.	of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	
SIGNATURE OF NOTARY PUBLIC	(NOTARY SEAL) LISA KAE GROVES Notary Public - California San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may prov prevent fraudulent reattachment of this form.	ve valuable to persons relying on the document and could
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
	Performance_Bond TITLE OR TYPE OF DOCUMENT
PARTNER(S) IIIIIITED GENERAL ATTORNEY-IN-FACT	NUMBER OF PAGES
GENERAL	NUMBER OF PAGES 10/26/2023 DATE OF DOCUMENT
GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	10/26/2023

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

Attachment 5 DOC #2023035769 Page 49 of 192

	L- PURPOSE OF ACKNOWLEDGMENT
A notary public or other officer completing the identity of the individual who signed the docu is attached, and not the truthfulness, accuracy	ument to which this certificate
State of California	_ }
County of <u>Orange</u>	_ }
On October 26, 2023 before me,	W. Walker, Notary Public (Here insert name and title of the officer)
the foregoing paragraph is true and co	Y under the laws of the State of California that rrect. W. WALKER Notary Public - California
WITNESS my hand and official seal.	Riverside County
M. Watter	
ADDITIONAL OPTIONAL INFORMAT	Interventional and the set of the
Notary Public Signature (N	Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) ION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording an if needed, should be completed and attached to the document. Acknolwedgents for
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	 Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording an if needed, should be completed and attached to the document. Acknolwedgents fro other states may be completed for documents being sent to that state so long as th wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whi must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or h commission followed by a comma and then your title (notary public).
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212 LLC (Title or description of attached document) Performance Bond #: ES00016282 (Title or description of attached document continued)	Commission # 2325818 My Comm. Expires Mar 30, 2024 Interpret August Au
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212 LLC (Title or description of attached document) Performance Bond #: ES00016282 (Title or description of attached document continued) Number of Pages 2 Document Date 10/26/23 CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer	 Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording an if needed, should be completed and attached to the document. Acknolwedgents fro other states may be completed for documents being sent to that state so long as th wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whi must also be the same date the acknowledgment is completed. The notary public must print his or the name as it appears within his or h commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212 LLC (Title or description of attached document) Performance Bond #: ES00016282 (Title or description of attached document continued) Number of Pages _2 Document Date _10/26/23 CAPACITY CLAIMED BY THE SIGNER Individual (s)	 Commission # 2325818 My Comm. Expires Mar 30, 2024 Instructions For Complete Mar 30, 2024 Instructions For Complete Mar 30, 2024 Instructions for complete Mar 30, 2024 Instructions with current California statutes regarding notary wording an if needed, should be completed and attached to the document. Acknowedgents for other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whi must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or h commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (i he/she/they_i is /are) or circling the correct forms. Failure to correctly indicate the information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if



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Attachment 5 DOC #2023035769 Page 51 of 192

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attomey(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th_day of October 2023.



Syp-Semi

By: Sylvia Semerdjian, Secretary

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PAYMENT BOND

DOC

PROJECT NO.:	Vinedo Offsite Sewer
DEVELOPER:	Olsen Ranch 212, LLC
PAYMENT BOND NO.:	ES00016282
Premium: included in Performance	Bond

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WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a Subdivision Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Offsite Sewer</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Two Million Five Hundred Ninety-Six Thousand Seven Hundred</u> dollars (\$ 2,596,700.00), 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 City 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.



CITY OF EL PASO DE ROBLES ES00016282(2) PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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	October 26th	_, 20 <u>23</u> .	
	(Olsen Ranch 212, LL	
	By:-		12
		Principal	
		Everest National Insura	
		Surety Cheryl L. Thomas, A	Attorney-In-Eact
		Survey onergine. montas, P	atomey-in-i aot

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597 Address

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(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES ES00016282(2) PAGE 3 OF 3

	ACKNOWLEI	JGMENT	
State of] ss.		
County of	}		
On	before me		
0	, before me,(her	e insert name and title of the officer)) ,
personally appeared			
subscribed to the within instru his/her/their authorized capacit	ment and acknowledge ty(ies), and that by I	ence to be the person(s) whose need to me that he/she/they executed his/her/their signature(s) on the in (s) acted, executed the instrument.	the same
I certify under PENALTY OF paragraph is true and correct.	PERJURY under the l	aws of the State of California that	the foregoi
Witness my hand and official sea	al.	*See Attached	
		California Notary	
Signature			
Signature	ACKNOWLEE	Acknowledgement	(Seal)
SignatureState of	ACKNOWLEE		(Seal)
State of	ACKNOWLEE	DGMENT	
State of County of, On,	ACKNOWLEE		
State of County of On, personally appeared	ACKNOWLEE } ss. , before me,(here	DGMENT	,
State of County of On, personally appeared who proved to me on the bas subscribed to the within instrum his/her/their authorized capacit	ACKNOWLEE ss. before me,(here is of satisfactory evid ment and acknowledge y(ies), and that by h	DGMENT	name(s) is/a the same
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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 San Luis Obispo	
On 10/27/2023 before me, Lisa DATE personally appeared Danny Brose	Kae Groves, Notary Public NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
the within instrument and acknowledged to me that h	NAME(S) OF SIGNER(S) have to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their/authorized n the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the law is true and correct.	ws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	LISA KAE GROVES Notary Public - California
	(NOTARY SEAL)
	Commission # 2441117 My Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may	
OPTIONAL Though the data below is not required by law, it may	My Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form.	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT
DPTIONAL Though the data below is not required by law, it may brevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	prove valuable to persons relying on the document and could
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT
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OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED	prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT
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OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	Prove valuable to persons relying on the document and could DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/26/2023

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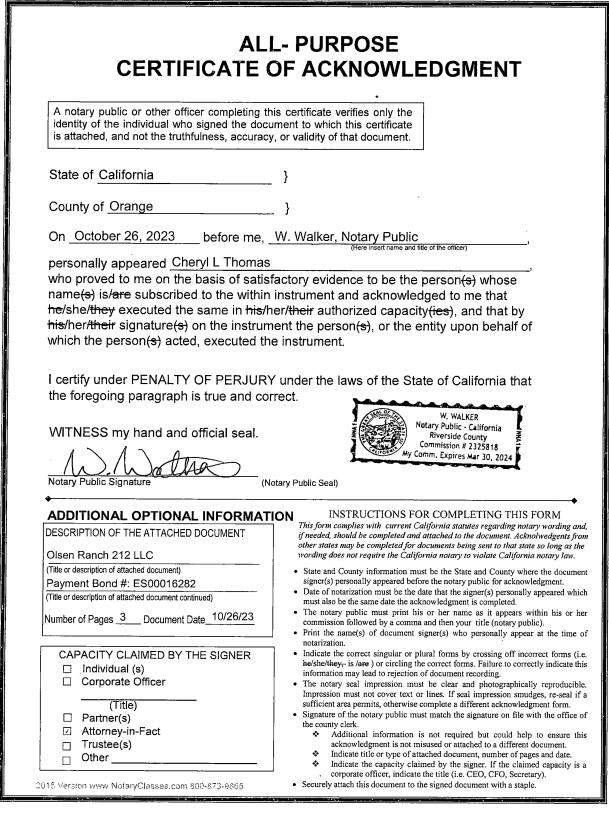
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CEB*	Essential

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal,

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attact thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 26th day of October 2023.



Syl-Sem

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

Attachment 5 DOC #2023035769 Page 60 of 192 Vinedo Backbone Sewer Project Cost Estimate. 10/30/23

COUNTY SAN LUIS OBISPO	COUNTY O DEPARTMEN				
Standa	ard Unit Costs for F	Project S	Security (P	erformance Bond)	
······································	ect:				
Prepared	l hau				
Firm Na	ime:				
D	ate: October 30, 2023		_		
PRICE INDEX BASELINE, 20		51.6			
4th Quart	er 2020 PRICE INDEX =	100.0	Caltrans		
-ENGINEER'S SEAL-				-RESULTS-	
				Subtotal	\$936,976.25
				Cost Index Factor	1.94
				Adjusted Subtotal	\$1,815,845.45
PROFESSION				Inflation (10%)	\$181,584.54
HE LIT L. DRI CH				Administration (20%-40%)	\$363,169.09
SIS DUSE MIL				Adjusted Subtotal	\$2,360,599.08
No. 70998				Contingency (10%)	\$236,059.91
CIVIL					
F OF CALIFOR			ΤΟΤΑ	L SECURITY TO BE POSTED:	\$2,596,700
				(rounded to the nearest \$100)	+_;;
KONSE	10/30/2023				
Engineer's signature	date				
		a.,			
					revised 9/1/17
		page 1 of	11		

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SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CLEARING AND GRUBBING		\$0.03	SF			_
TREE REMOVAL		\$300.00	EA		3	900.00
CONCRETE REMOVAL	S.W.	\$3.25	SF		245	796.25
CONCRETE REMOVAL	C&G	\$10.00	LF		110	1,100.00
GRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
OTHER REMOVAL (SPECIFY)						-
ABANDON WELL		\$1,650.00	EA			-
ABANDON SEPTIC SYSTEM		\$500.00	EA			-
DISPOSAL OF CLIII BASE		\$29.00	CY	\$360		-
EXCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			-
IMPORT	0-1000 CY	\$31.00	CY	\$500		_
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY			-
FINE GRADING		\$0.30	SF			-
						-
SEWER DEMOLITION/DISPOSAL		\$20.00			4780	95,600.00
SEWER ABANDONMENT/SLURRY BA	CKFILL	\$25.00			200	5,000.00
MANHOLE (4') DEMOLITION		\$500.00			17	8,500.00
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					Subtotal	111,896.25

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ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		-
OT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800		-
IOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		-
OT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
OT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800		-
IOT MIX ASPHALT IN PLACE		\$135	TON	\$800		-
CLASS II AGG. BASE	4"	\$0.87	SF			
LASS II AGG. BASE	6"	\$1.30	SF			-
LASS II AGG. BASE	8"	\$1.75	SF			-
LASS II AGG. BASE	10"	\$2.10	SF			-
LASS II AGG. BASE	12"	\$2.50	SF			-
LASS II AGG. BASE	18"	\$3.70	SF			-
LASS II AGG. BASE		\$35.00	TON			-
ROSS GUTTER AND SPANDREL	D-5	\$17.00	SF			-
BEOTEXTLE FABRIC		\$1.00	SF			-
EAL COAT/SLURRY SEAL	:	\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
AW CUT	HMA	\$2.17	LF	\$250		-
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OAD EDGES: SEC. 4-1	TYPÉ	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
RIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF			-
RIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			
ANDICAP RAMP	C-5	\$13.00	SF			_
URB AND GUTTER	6" (C-2)	\$22.00	LF		40	880.00
URB ONLY	C-2A	\$16.00	LF		75	1,200.00
OT MIX ASPHALT DIKE	C-3	\$10.00	LF	\$800		-
IDEWALK	C-4	\$10.00	SF		245	2,450.00
UARDRAIL		\$40.00	LF			-
TREET TREE WELL	M-5	\$700.00	EA			-
ECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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CURB INLET RURAL INLET CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE HEADWALL (CALTRANS D89) HEADWALL (CALTRANS D89)	D-2 D-2A,B 15" 18" 24" 30" 36" 48" 60" 15"-36" PIPE 18"-60"	\$3,900 \$1,700 \$38.00 \$60.00 \$80.00 \$90.00 \$105.00 \$135.00 \$150.00	EA EA LF LF LF LF LF LF		
CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE HEADWALL (CALTRANS D89) HEADWALL (CALTRANS D89) HEADWALL -WING TYPE (D89) JNDERDRAIN (SIDEWALK) JNDERDRAIN (SIDEWALK) RIP-RAP DISSIPATER RIP-RAP DISSIPATER RIP-RAP DISSIPATER	15" 18" 24" 30" 36" 48" 60" 15"-36" PIPE	\$38.00 \$60.00 \$80.00 \$90.00 \$105.00 \$135.00	LF LF LF LF LF		
ULVERT PIPE ULVERT PIPE ULVERT PIPE ULVERT PIPE ULVERT PIPE ULVERT PIPE EADWALL (CALTRANS D89) IEADWALL (CALTRANS D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) RIP-RAP DISSIPATER RIP-RAP DISSIPATER	18" 24" 30" 36" 48" 60" 15"-36" PIPE	\$60.00 \$80.00 \$90.00 \$105.00 \$135.00	LF LF LF LF		-
ULVERT PIPE ULVERT PIPE ULVERT PIPE ULVERT PIPE ULVERT PIPE EADWALL (CALTRANS D89) IEADWALL (CALTRANS D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) RIP-RAP DISSIPATER RIP-RAP DISSIPATER	24" 30" 36" 48" 60" 15"-36" PIPE	\$80.00 \$90.00 \$105.00 \$135.00	LF LF LF		
CULVERT PIPE CULVERT PIPE CULVERT PIPE CULVERT PIPE IEADWALL (CALTRANS D89) IEADWALL (CALTRANS D89) IEADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) RIP-RAP DISSIPATER RIP-RAP DISSIPATER RIP-RAP DISSIPATER	30" 36" 48" 60" 15"-36" PIPE	\$90.00 \$105.00 \$135.00	LF		
ULVERT PIPE ULVERT PIPE ULVERT PIPE IEADWALL (CALTRANS D89) IEADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) RIP-RAP DISSIPATER RIP-RAP DISSIPATER RIP-RAP DISSIPATER	36" 48" 60" 15"-36" PIPE	\$105.00 \$135.00	LF		
ULVERT PIPE ULVERT PIPE EADWALL (CALTRANS D89) EADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER	48" 60" 15"-36" PIPE	\$135.00			
ULVERT PIPE IEADWALL (CALTRANS D89) IEADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) IIP-RAP DISSIPATER IIP-RAP DISSIPATER IIP-RAP DISSIPATER	60" 15"-36" PIPE		LF		-
EADWALL (CALTRANS D89) EADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER	15"-36" PIPE	\$150.00			-
EADWALL -WING TYPE (D89) INDERDRAIN (SIDEWALK) INDERDRAIN (SIDEWALK) IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER			LF		
NDERDRAIN (SIDEWALK) NDERDRAIN (SIDEWALK) IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER	18"_60"	\$3,420.00	EA		-
NDERDRAIN (SIDEWALK) IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER	10-00	\$4,800.00	EA		-
IP-RAP DISSIPATER IP-RAP DISSIPATER IP-RAP DISSIPATER	D-4A, D-4B	\$1,500.00	EA		-
IP-RAP DISSIPATER IP-RAP DISSIPATER	PIPE D-4	\$500.00	EA		-
IP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY ·		-
	0.5 TON, H-5	\$160.00	CY		
	1 TON, H-5	\$170.00	CY		-
IP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY		-
VERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA		-
ONCRETE V-DITCH (SLOPE)		\$40.00	LF		-
IANHOLE	D-3 8' DEPTH	\$4,500	EA		-
IE TO EX. MANHOLE		\$2,000	EA		_
NDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500	
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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA			-
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF			-
WATER MAIN	10"	\$68.00	LF			-
WATER MAIN	12"	\$92.00	LF			-
WATER MAIN	14"	\$106.00	LF			-
WATER MAIN	16"	\$120.00	LF			-
HOT TAP	6"	\$1,998.00	EA			-
HOT TAP	8"	\$2,238.00	EA			-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA			-
GATE VALVE	6"	\$1,500.00	EA			-
GATE VALVE	8"	\$2,056.00	EA			-
FIRE HYDRANT	W-2	\$4,800.00	EA			-
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA			-
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EÁ			-
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA			-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA			-
THRUST BLOCKS	W-1, 8"	\$385.00	EA			-
THRUST BLOCKS	W-1, 10"	\$484.00	EA			-
THRUST BLOCKS	W-1, 12"	\$714.00	EA			-
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA		31	41,850.00
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			
SEWER CLEANOUT	S-2	\$1,500.00	EA			
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		110	5,500.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF			
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF		1750	131,250.00
SLURRY BACKFILL		\$19.00	LF		200	3,800.00
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		25	112,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA			-
TIE TO EXISTING MANHOLE		\$2,000.00	EA			-
FORCE MAIN	4" OR LESS	\$40.00	LF			
ADJUST MANHOLE COVER		\$535.00	EA			-
18" PVC SEWER		\$144.00	LF		3475	500,400.00
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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	ĹF			_
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA			-
JUNCTION POLE	RELOCATE	\$9,000.00	EA			-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA			-
INSTALL SIDEWALK GUY		\$1,300.00	EA			-
STREET LIGHTS		\$5,000.00	EA			-
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA			-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA			-
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					Subtotal	

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TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-
TRAFFIC STRIPING	PAINT	\$0.60	LF			-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF			-
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			-
STOP + STREET NAME SIGNS	M-4	\$600.00	EA			-
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-
BARRICADE	METAL (M-2)	\$1,300.00	EA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF			-
MARKERS AND DELINEATORS		\$32.00	EA			-
CONSTRUCTION AREA SIGNS		\$400.00	EA			-
TRAFFIC CONTROL	% OF IMPV.	3%	EA			
EROSION CONTROL (MISC		\$ 10,000.00	LS		1	10,000.00
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ROSION CONTROL: SEC. 1.1.2.J & APP.B TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
AND OR GRAVEL BAG	\$3.00	EA			-
JTE MAT	\$0.35	SF			
TRAW MAT	\$0.28	SF			-
TRAW BALE BARRIER	\$5.24	LF			-
TRAW BALE INLET BARRIER	\$3.53	LF			-
LT FENCE	\$2.81	LF			-
BER ROLLS	\$1.96	LF	_		_
BER MAT	\$0.40	SF			-
YDROSEED	\$0.33	SF			-
ROSION CONTROL (MISC	\$10,000.00	LS			- 10,000.00
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MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		70	2,450.00
OTHER FENCE			LF			-
GATE		\$721.00	ĒA			-
LANDSCAPE AND IRRIGATION		\$2.00	SF	\$500		
MONUMENT WELLS	M-1, M-1A	\$700.00	EA		4	2,800.00
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)		-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)		· -
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					Subtotal	5250.00

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CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 1 DEVELOPER: Olsen Ranch 212, LLC PERFORMANCE BOND NO: ES00016279 Premium: \$105,924.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 1, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Five Million Two Hundred Ninety-Six Thousand Two Hundred and N0/100 dollars (\$ 5,296,200.00), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

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 to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the agreement or to the work or to the specifications.

... '

Attachment 5 DOC #2023035769 Page 72 of 192

and surety above named, on	strument has been duly executed by the Principal tober 24 By: Principal: Olsen Ranch 212, LLC
	Surety: Everest National Insurance Company By: <u>Cherry L. Thomas</u> Cherry L. Thomas, Attorney-In-Fact <u>1340 Treat Blvd. Ste. 450</u> Address <u>Walnut Creek, CA 94597</u> Address
State of /	ACKNOWLEDGMENT ss.
On, before me, personally appeared	(here insert name and title of the officer)
who proved to me on the basis of satisfactor the within instrument and acknowledged to capacity(ies), and that by his/her/their signat which the person(s) acted, executed the instru-	by evidence to be the person(s) whose name(s) is/are subscribed to o me that he/she/they executed the same in his/her/their authorized ture(s) on the instrument the person(s), or the entity upon behalf of ument. ander the laws of the State of California that the foregoing paragraph
Witness my hand and official seal.	
Signature	*See Attached California Notary Acknowledgement (Seal)
Performance Bond	

Attachment 5 DOC #2023035769 Page 73 of 192

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

7

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 San Luis Obispo	
DATE personally appeared Danny Brose who proved to me on the basis of satisfactory evidenc the within instrument and acknowledged to me that he	<pre>Kae Groves, Notary Public , NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" NAME(S) OF SIGNER(S) e to be the person(s) whose name(s) is/are subscribed to e/she/they executed the same in his/her/their/authorized</pre>
capacity(ies), and that by his/her/their signature(s) on which the person(s) acted, executed the instrument.	the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the law is true and correct.	s of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	
SIGNATURE OF NOTARY PUBLIC	(NOTARY SEAL) (NOTARY SEAL) LISA KAE GROVES Notary Public - California San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
prevent fraudulent reattachment of this form.	rove valuable to persons relying on the document and could
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	prove valuable to persons relying on the document and could
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S)	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVICED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVICUAL GENERAL GENERAL GENERAL GUARDIAN/CONSERVATOR	DESCRIPTION OF ATTACHED DOCUMENT Performance Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVICED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	DESCRIPTION OF ATTACHED DOCUMENT Performance Bond TITLE OR TYPE OF DOCUMENT
Though the data below is not required by law, it may p prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVIDUAL CORPORATE OFFICER TITLE(S) GUARDIAN/CONSERVATOR	DESCRIPTION OF ATTACHED DOCUMENT Performance Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023

NONJC-069 01/01/2015 CEB° Essential ceb.com CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

By the person (s), or the entity upon behalf of enstrument. In the person (s), or the entity upon behalf of enstrument. In the person (s), or the state of California that the tert.
<pre>bF ACKNOWLEDGMENT s certificate verifies only the ment to which this certificate or validity of that document. } W. Walker, Notary Public (Here Insert name and title of the officer) Actory evidence to be the person(s) whose instrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that</pre>
s certificate verifies only the ment to which this certificate or validity of that document. } } /////////////////////////////////
<pre>hent to which this certificate or validity of that document. } } W. Walker, Notary Public (Here insert name and title of the officer) Actory evidence to be the person(s) whose nstrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that</pre>
<pre>hent to which this certificate or validity of that document. } } W. Walker, Notary Public (Here insert name and title of the officer) Actory evidence to be the person(s) whose nstrument and acknowledged to me that er/their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that</pre>
(Here insert name and title of the officer) actory evidence to be the person(s) whose nstrument and acknowledged to me that er/ their authorized capacity(ies) , and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that
(Here insert name and title of the officer) actory evidence to be the person(s) whose nstrument and acknowledged to me that er/ their authorized capacity(ies) , and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that
(Here insert name and title of the officer) actory evidence to be the person(s) whose nstrument and acknowledged to me that er/ their authorized capacity(ies), and that by ent the person(s), or the entity upon behalf of instrument. under the laws of the State of California that
nstrument and acknowledged to me that er/ their authorized capacity (ies) , and that by ent the person (s) , or the entity upon behalf of instrument. under the laws of the State of California that
W. WALKER Notary Public - California Riverside County Commission # 232518 My Comm. Expires Mar 30, 2024 Itary Public Seal) ON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknolwedgents as the other states may be completed for documents being sent to that state so long as the
 wording does not require the California notary to violate California notary law. State and County information must be the State and County where the documen signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which must be here ach and document of the optimum document is remained as the optimum of the period.
 must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization.
 Indicate the correct singular or plural forms by crossing off incorrect forms (i.he/she/they, is /are) or circling the correct forms. Failure to correctly indicate the information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducible Impression must not cover text or lines. If seal impression smudges, re-seal if
 Signature of the notary public must match the signature on file with the office of the county clerk.
 Additional information is not required but could help to ensure thi acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Indicate the capacity claimed by the signer. If the claimed capacity is corporate officer, indicate the title (i.e. CEO, CPO, Secretary).

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Attachment 5 DOC #2023035769 Page 75 of 192





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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

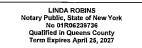
IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.



Luce Polum

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th_day of October ____2023.



Syp-Sem

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

PROJECT NO.:	Vinedo Backbone - Zone 1				
DEVELOPER:	Olsen Ranch 212, LLC				
PAYMENT BOND NO.:	ES00016279				
Premium: included in Derforme	neo Pand				

Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 1</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Five Millon Two Hundred Ninety-Six Thousand Two Hundred</u> and N0/100 dollars (\$ 5,296,200.00), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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	October 24	.2023.
1		Olsen Ranch 212, LL
	By:	
		Principal
		Everest National Insurance Company
		Cherd X. Thomas
		Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597 Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

ACKNOWLEDGMENT
State of
SS.
County of
On, before me,,
On, before me,, (here insert name and title of the officer)
personally appeared
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 kis/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) asted, 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.
California Notary
Signature Acknowledgement
(Seal)
ACKNOWLEDGMENT
ACKNOWLEDGMENT State of
State of ss.
State of County of ss.
State of County of ss.
State of County of ss.
State of ss.
State of} ss. County of} ss. On, before me,, (here insert name and title of the officer) personally appeared
State of} ss. County of} ss. On, before me,, (here insert name and title of the officer) personally appeared, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
State of

Signature***See Attached CA All Purpose Acknowledgment***

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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 San Luis Obispo	
On 10/25/2023 before me, Lisa Ka DATE personally appeared Danny Brose	ae Groves, Notary Public , NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" , NAME(S) OF SIGNER(S)
who proved to me on the basis of satisfactory evidence the within instrument and acknowledged to me that he/s capacity(ies), and that by his/her/their signature(s) on the which the person(s) acted, executed the instrument.	
I certify under PENALTY OF PERJURY under the laws is true and correct.	of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	(NOTARY SEAL)
OPTIONAL Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	ove valuable to persons relying on the document and could
Though the data below is not required by law, it may pro	ove valuable to persons relying on the document and could
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL	
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Though the data below is not required by law, it may proprevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023 DATE OF DOCUMENT
Though the data below is not required by law, it may proprevent fraudulent reattachment of this form.	DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023

NONJC-069 01/01/2015 CEB Essential ceb.com Forms CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

Attachment 5 C #2023035769 Page 81 of 192 **ALL- PURPOSE CERTIFICATE OF 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 Orange On October 24, 2023 before me, W. Walker, Notary Public personally appeared Cheryl L. Thomas 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. W. WALKER WITNESS my hand and official seal. Notary Public - California **Riverside County** Commission # 2325818 Comm. Expires Mar 30, 2024 Public Signature (Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM ADDITIONAL OPTIONAL INFORMATION This form complies with current California statutes regarding notary wording and, DESCRIPTION OF THE ATTACHED DOCUMENT if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the Olsen Ranch 212, LLC wording does not require the California notary to violate California notary law. (Title or description of attached document) · State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Payment Bond Date of notarization must be the date that the signer(s) personally appeared which (Title or description of attached document continued) must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her Number of Pages 2 Document Date 10/24/23 commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization. CAPACITY CLAIMED BY THE SIGNER Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this Individual (s) information may lead to rejection of document recording. Corporate Officer The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a (Title) sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of Partner(s) the county clerk. Attorney-in-Fact 1 Additional information is not required but could help to ensure this ٠ Trustee(s) acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Other ÷ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). · Securely attach this document to the signed document with a staple 2015 Version www.NotaryClasses.com 800-873-9865





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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the comparts seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of atomey qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

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By: Anthony Romano, Senior Vice President

Attachment 5 C #2023035769 Page 83 of 192

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On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Polon

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th_day of October __2023.



Syl-Jen

By: Sylvia Semerdjian, Secretary

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			Attachme	nt 5 5769 Page 84 of 192
COUNTY	ENT OF F	LUIS OBISP PUBLIC WOR Security (Perform	KS	
Project: VINEDO BACK	BONE - ZONE	1		
Prepared by: EJ				
Firm Name: RICK ENGINE				
Date: October 23, 202				
PRICE INDEX BASELINE, 2011 CALTRANS INDE		0.1		
2nd Quarter 2021 PRICE INDE	K = 92.0	<u>Caltrans</u>		
-ENGINEER'S SEAL-			-RESULTS-	
			Subtotal	\$2,078,171.73
			Cost Index Factor	1.78
PROFESSIONA			Adjusted Subtotal	\$3,703,656.44
ALLY L. DR			Inflation (10%)	\$370,365.64
151/42 Fr 151			Administration (20%-40%)	\$740,731.29
No. 70998			Adjusted Subtotal	\$4,814,753.38
* EXP. 6/30/25 * CIVIL 7 CF CALIFOR			Contingency (10%)	\$481,475.34
OT CALL			URITY TO BE POSTED:	\$5,296,200
		(ro	unded to the nearest \$100)	
LIDWSC 10/25/23				
Engineer's signature date				
				revised 6/1/2022

page 1 of 11



SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CLEARING AND GRUBBING		\$0.03	SF			-
TREE REMOVAL		\$300.00	EA			-
CONCRETE REMOVAL	S.W.	\$3.25	SF			-
CONCRETE REMOVAL	C&G	\$10.00	LF			-
GRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
OTHER REMOVAL (SPECIFY)						·-
ABANDON WELL		\$1,650.00	EA			-
ABANDON SEPTIC SYSTEM		\$500.00	EA			-
DISPOSAL OF CLIII BASE	· · · · · · · · · · · · · · · · · · ·	\$29.00	CY	\$360		-
EXCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			-
IMPORT	0-1000 CY	\$31.00	CY	\$500		
	1000-20000 CY	\$22.00	CY			-
·	> 20000 CY	\$12.00	CY			-
FINE GRADING		\$0.30	SF			-
						-
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	1					-
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		<u> </u>				-
		<u> </u>			-+	-
		<u> </u>			Subtotal	

page 2 of 11



ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		ан салана са На
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800	20500.000	59,450.00
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		H
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	59200.000	331,520.00
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800	0.000	-
CLASS II AGG. BASE	4"	\$0.87	SF		0.000	-
CLASS II AGG. BASE	6"	\$1.30	SF			-
CLASS II AGG. BASE	8"	\$1.75	SF		20500.000	35,875.00
CLASS II AGG. BASE	10"	\$2.10	SF		0.000	-
CLASS II AGG. BASE	12"	\$2.50	SF			
CLASS II AGG. BASE	18"	\$3.70	SF		59200.000	219,040.00
CLASS II AGG. BASE		\$35.00	TON			-
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		720.000	12,240.00
GEOTEXTLE FABRIC		\$1.00	SF			
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
SAW CUT	HMA	\$2.17	LF	\$250	110.000	250.00
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					Subtotal	658,375.00

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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF		400.000	3,600.00
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		2000.000	26,000.00
CURB AND GUTTER	6" (C-2)	\$22.00	LF		3600.000	79,200.00
CURB ONLY	C-2A	\$16.00	LF		2600.000	41,600.00
HOT MIX ASPHALT DIKE	C-3	\$10.00	LF	\$800		-
SIDEWALK	C-4	\$10.00	SF		7000.000	70,000.00
GUARDRAIL		\$40.00	LF		0.000	-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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					Subtotal	220,400.00

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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		14.000	54,600.00
RURAL INLET	D-2A,B	\$1,700	EA		0.000	-
CULVERT PIPE	15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	ĹF		800.000	48,000.00
CULVERT PIPE	24"	\$80.00	LF		300.000	24,000.00
CULVERT PIPE	30"	\$90.00	LF		130.000	11,700.00
CULVERT PIPE	36"	\$105.00	LF		10.000	1,050.00
CULVERT PIPE	48"	\$135.00	LF		0.000	-
CULVERT PIPE	60"	\$150.00	LF		0.000	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0.000	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		2.000	9,600.00
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0.000	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		5.000	22,500.00
TIE TO EX. MANHOLE		\$2,000	EA		2.000	4,000.00
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
CATCH BASIN	36"x36"	\$2,500	EA		0.000	-
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		•			Subtotal	175,450.00

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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		5.000	8,500.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		900.000	52,200.00
WATER MAIN	10"	\$68.00	LF		700.000	47,600.00
WATER MAIN	12"	\$92.00	LF		2400.000	220,800.00
WATER MAIN	14"	\$106.00	LF		0.000	-
WATER MAIN	16"	\$120.00	LF		0.000	-
HOT TAP	6"	\$1,998.00	EA		0.000	-
HOT TAP	8"	\$2,238.00	EA		0.000	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0.000	-
GATE VALVE	6"	\$1,500.00	EA		0.000	-
GATE VALVE	8"	\$2,056.00	EA		27.000	55,512.00
FIRE HYDRANT	W-2	\$4,800.00	- EA		4.000	19,200.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		5.000	10,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		3.000	7,110.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0.000	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		1.000	275.00
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3.000	1,155.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		9.000	4,356.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		3.000	2,142.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		1.000	30,000.00
RW BWV	10"	\$23,000.00	EA		0.000	-
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					Subtotal	458,850.00

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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA			-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		1900.000	95,000.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF		0.000	-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF	·		-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF		0.000	-
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		7.000	31,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA		0.000	-
TIE TO EXISTING MANHOLE		\$2,000.00	EA		1.000	2,000.00
FORCE MAIN	4" OR LESS	\$40.00	LF		0.000	-
ADJUST MANHOLE COVER		\$535.00	EA		0.000	-
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					Subtotal	128,500.00

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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			-
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA		0.000	-
JUNCTION POLE	RELOCATE	\$9,000.00	EA		0.000	-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA		0.000	-
INSTALL SIDEWALK GUY		\$1,300.00	EA			-
STREET LIGHTS		\$5,000.00	EA		11.000	55,000.0
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA		0.000	-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA		0.000	-
4" PVC CONDUIT		\$7.50	LF		5400.000	40,500.0
CONDUIT PULL BOX 3'X3'X4'		\$2,750.00	EA		4.000	11,000.0
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TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-
TRAFFIC STRIPING	PAINT	\$0.60	LF		0.000	-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		1600.000	1,920.00
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			-
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		3.000	1,800.00
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-
BARRICADE	METAL (M-2)	\$1,300.00	EA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF		170.000	13,600.00
MARKERS AND DELINEATORS		\$32.00	EA		0.000	-
CONSTRUCTION AREA SIGNS		\$400.00	EA			-
TRAFFIC CONTROL	% OF IMPV.	3%	EA		4606657.718	138,199.73
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					Subtotal	155,519.73

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EROSION CONTROL: SEC. 1.1.2.J & APP.B	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG		\$3.00	EA		60.000	180.00
JUTE MAT		\$0.35	SF		0.000	-
STRAW MAT		\$0.28	SF		0.000	-
STRAW BALE BARRIER		\$5.24	ĹF			-
STRAW BALE INLET BARRIER		\$3.53	LF			-
SILT FENCE		\$2.81	LF		3700.000	10,397.00
FIBER ROLLS		\$1.96	LF			
FIBER MAT		\$0.40	SF		0.000	-
HYDROSEED		\$0.33	SF		0.000	-
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MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		0.000	-
OTHER FENCE			LF			-
GATE		\$721.00	EA			
LANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	82000.000	164,000.0
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)	0.000	-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)	0.000	-
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					Subtotal	- 164000.

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3

CITY OF EL PASO DE ROBLES

"The Pass of the Oaks".

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 2 DEVELOPER: Olsen Ranch 212, LLC PERFORMANCE BOND NO: ES00016278 Premium: \$98,142.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 2</u>, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California. hereinafter called "City", · in the penal sum of (\$4.907,100.00), Four Million Nine Hundred Seven Thousand One Hundred and No/100 dollars 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on October 24
By: <u>Cherry L. Thomas</u> Cherry L. Thomas, Attorney-In-Fact 1340 Treat Blvd. Ste. 450
Address
Walnut Creek, CA 94597 Address
ACKNOWLEDGMENT
County of }ss.
On, before me,,
personally appeared (here insert name and title of the officer)
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

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*See Attached California Notary Acknowledgement

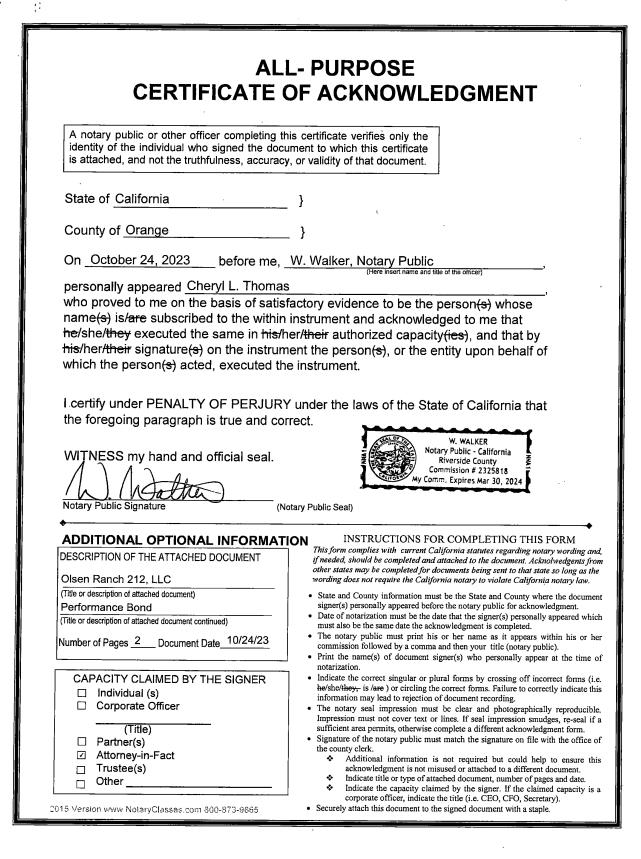
(Seal)

ttachment 5

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Performance Bond 05/08

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach therefore the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

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By: Anthony Romano, Senior Vice President

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On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp-Semi

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

PAYMENT BOND

PROJECT NO.:	Vinedo Backbone - Zone 2
DEVELOPER:	Olsen Ranch 212, LLC
PAYMENT BOND NO .:	ES00016278
Premium: included in Performa-	nce Bond

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WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 2</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Four Million Nine Hundred Seven Thousand One Hundred</u> <u>and No/100</u> dollars (\$ 4,907,100.00), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

<u>^</u>.

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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 specification 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 _ October 24 2023. Olsen Ranch 212, L By: Principal Everest National Insurance Company Cherre S. Thomas Surety Cheryl L. Thomas, Attorney-In-Fact

1<u>340 Treat Bivd. Ste. 450, Walnut Creek, CA 94597</u> Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

On	, before me,		
11 .		(here insert name and title of the offic	er)
personally appeared_	on the basis of satisfacts	bry evidence to be the person(s) whose	
subscribed to the w	ithin instrument and ackn	owledged to me that he/she/they execu	e name(s) is/ar
his/her/their authori	zed capacity(ies), and the	at by his/her/their signature(s) on the	instrument th
person(s), or the enti	y upon behalf of which the	person(s) acted, executed the instrument.	
I certify under PFN	ATTY OF PERMIRV und	er the laws of the State of California th	ot the foregoin
paragraph is true and	correct.	er the laws of the state of Camornia th	at the toregoing
Witness my hand and	official seal.	*See Attached	
Signature		California Notary Acknowledgement	
U			(Seal)
		OWLEDGMENT	<u>. </u>
State of			
	ss.		
County of	J		
On	, before me,	(here insert name and title of the office	,
		(here insert name and title of the office	er)
personally appeared_ who proved to me	on the basis of satisfacto	ry evidence to be the person(s) whose	name(s) is/ar
	thin instrument and ackno	owledged to me that he/she/they execut	ted the same ir
subscribed to the wi	• • • • •	t by his/her/their signature(s) on the	instrument the
subscribed to the wi his/her/their authoriz	ed capacity(ies), and that		
subscribed to the wi his/her/their authoriz	ed capacity(ies), and that y upon behalf of which the	person(s) acted, executed the instrument.	
subscribed to the wi his/her/their authoriz person(s), or the entit I certify under PENA	y upon behalf of which the	person(s) acted, executed the instrument.	
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subscribed to the wi his/her/their authoriz person(s), or the entit I certify under PENA paragraph is true and	y upon behalf of which the ALTY OF PERJURY unde correct.	person(s) acted, executed the instrument.	
subscribed to the wi his/her/their authoriz person(s), or the entit I certify under PENA paragraph is true and Witness my hand and	y upon behalf of which the ALTY OF PERJURY unde correct.	person(s) acted, executed the instrument. er the laws of the State of California the	
subscribed to the wi his/her/their authoriz person(s), or the entit I certify under PENA paragraph is true and Witness my hand and	y upon behalf of which the ALTY OF PERJURY unde correct.	person(s) acted, executed the instrument. er the laws of the State of California the	

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CALIFORNIA ALL-PURPOSE ACKNOWLED	DGMENT
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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 San Luis Obispo	
DATE	Kae Groves, Notary Public NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Danny Brose	NAME(S) OF SIGNER(S)
the within instrument and acknowledged to me that capacity(ies), and that by his/her/their signature(s) o which the person(s) acted, executed the instrument.	nce to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their/authorized in the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the la is true and correct.	ws of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	
	LISA KAE GROVES
Lisa Grones	(NOTARY SEAL)
SIGNATURE OF NOTARY PUBLIC	(NOTARY SEAL) (NOTARY SEAL) (N
OPTIONAL Though the data below is not required by law, it may	→ (NOTARY SEAL) San Luis Obispo County Commission # 2441117
OPTIONAL Though the data below is not required by law, it may	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027 Prove valuable to persons relying on the document and cou
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form.	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 Prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment. Bond
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 Prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment. Bond
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TTTLE(S) PARTNER(S) INDIVIED GENERAL GENERAL TTTORNEY-IN-FACT TRUSTEE(S)	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 Prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment. Bond
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TTTLE(S) PARTNER(S) INDIVIEU GENERAL GENERAL GENERAL GUARDIAN/CONSERVATOR	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 Prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment. Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TTTLE(S) PARTNER(S) INDIVIED GENERAL GENERAL TTTORNEY-IN-FACT TRUSTEE(S)	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 To prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TTTLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 To prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023 DATE OF DOCUMENT
OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TTTLE(S) PARTNER(S) INDIVIEU GENERAL GENERAL GENERAL GUARDIAN/CONSERVATOR	(NOTARY SEAL) San Luis Obispo County Commission # 2441117 Wy Comm. Expires Mar 12, 2027 To prove valuable to persons relying on the document and cou DESCRIPTION OF ATTACHED DOCUMENT Payment_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES 10/24/2023

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CEB* Essential	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

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Attachment 5 DOC #2023035769 Page 104 of 192 15 **ALL-PURPOSE CERTIFICATE OF 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 Orange On October 24, 2023 before me, W. Walker, Notary Public and title of the officer) personally appeared Cheryl L. Thomas 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. W. WALKER Notary Public - California WITNESS my hand and official seal. **Riverside** County Commission # 2325818 Ay Comm. Expires Mar 30, 2024 0a Notary Public Signature (Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM ADDITIONAL OPTIONAL INFORMATION This form complies with current California statutes regarding notary wording and, DESCRIPTION OF THE ATTACHED DOCUMENT if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the Olsen Ranch 212, LLC wording does not require the California notary to violate California notary law. (Title or description of attached document) · State and County information must be the State and County where the document Payment Bond signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared which (Title or description of attached document continued) must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or her Number of Pages 2 Document Date 10/24/23 commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time of notarization. CAPACITY CLAIMED BY THE SIGNER Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this Individual (s) information may lead to rejection of document recording. □ Corporate Officer The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a (Title) sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office of □ Partner(s) the county clerk. $\overline{\mathbf{A}}$ Attorney-in-Fact Additional information is not required but could help to ensure this Trustee(s) acknowledgment is not misused or attached to a different document. Indicate title or type of attached document, number of pages and date. Other ÷ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary). 2015 Version www.NotaryClasses.com 800-873-9865 · Securely attach this document to the signed document with a staple.

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

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On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens Count erm Expires April 25, 2027

Luce Polon

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp Sem=

By: Sylvia Semerdjian, Secretary

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OBISPO	DEPARTMEN	t of i	LUIS OBISPO PUBLIC WORKS Security (Performance Bond)	
Project:	VINEDO BACKBON	E - ZONE	2	
Prepared by:	EJ			
Firm Name:	RICK ENGINEERIN	G		
Date:	October 23, 2023		<u> </u>	
PRICE INDEX BASELINE, 2011 C		51.6		
2nd Quarter 20	21 PRICE INDEX =	92.0	<u>Caltrans</u>	
-ENGINEER'S SEAL-			-RESULTS-	
			Subtotal	\$1,925,481.00
5500			Cost Index Factor	1.78
PROFESSION			Adjusted Subtotal	\$3,431,535.52
LY L. DRUST			Inflation (10%)	\$343,153.55
151 44 SK 101			Administration (20%-40%)	\$686,307.10
No. 70998			Adjusted Subtotal	\$4,460,996.17
$\begin{array}{c} \star \text{EXP. } 6/30/25 \star \\ CVIL T \\ T \\ OF \\ CALIFOR \end{array}$			Contingency (10%)	\$446,099.62
OF CALIFO			TOTAL SECURITY TO BE POSTED: (rounded to the nearest \$100)	\$4,907,100
				· · · ·
ADWSC 1	0/25/23			
Engineer's signature	date			
				revised 6/1/2022

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SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CLEARING AND GRUBBING		\$0.03	SF			-
REE REMOVAL		\$300.00	EA			-
CONCRETE REMOVAL	S.W.	\$3.25	SF			-
CONCRETE REMOVAL	C & G	\$10.00	LF			-
BRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
THER REMOVAL (SPECIFY)						-
BANDON WELL		\$1,650.00	EA			-
BANDON SEPTIC SYSTEM		\$500.00	EA			-
ISPOSAL OF CLIII BASE		\$29.00	CY	\$360		-
EXCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			-
IMPORT	0-1000 CY	\$31.00	CY	\$500		-
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY			-
FINE GRADING		\$0.30	SF			-
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ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		- 1
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800	18000	52,200.00
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		-
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	55000	308,000.00
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800	0	-
CLASS II AGG. BASE	4"	\$0.87	SF		0	
CLASS II AGG. BASE	6"	\$1.30	SF		s.	-
CLASS II AGG. BASE	8"	\$1.75	SF		18000	31,500.00
CLASS II AGG. BASE	10"	\$2.10	SF		0	-
CLASS II AGG. BASE	12"	\$2.50	SF			-
CLASS II AGG. BASE	18"	\$3.70	SF		55000	203,500.00
CLASS II AGG. BASE		\$35.00	TON			-
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		600	10,200.00
GEOTEXTLE FABRIC		\$1.00	SF			-
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
SAW CUT	HMA	\$2.17	LF	\$250	90	250.00
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					Subtotal	605.650.00

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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF		300	2,700.00
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		1800	23,400.00
CURB AND GUTTER	6" (C-2)	\$22.00	LF		3200	70,400.00
CURB ONLY	C-2A	\$16.00	LF		2400	38,400.00
HOT MIX ASPHALT DIKE	C-3	\$10.00	LF	\$800		-
SIDEWALK	C-4	\$10.00	SF		6400	64,000.00
GUARDRAIL		\$40.00	ĹF		0	-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		6	23,400.00
RURAL INLET	D-2A,B	\$1,700	ĒA		0	
CULVERT PIPE	. 15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	LF		1900	114,000.00
CULVERT PIPE	24"	\$80.00	LF		1000	80,000.00
CULVERT PIPE	30"	\$90.00	- LF		400	36,000.00
CULVERT PIPE	36"	\$105.00	LF		40	4,200.00
CULVERT PIPE	48"	\$135.00	LF		0	-
CULVERT PIPE	60"	\$150.00	LF		0	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		. 1	4,800.00
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		8	36,000.00
TIE TO EX. MANHOLE		\$2,000	EA		2	4,000.00
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
CATCH BASIN	36"x36"	\$2,500	EA		1	2,500.00
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			·····		Subtotal	

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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		2	3,400.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			
WATER MAIN	8"	\$58.00	LF		800	46,400.00
WATER MAIN	10"	\$68.00	LF		600	40,800.00
WATER MAIN	12"	\$92.00	LF		2100	193,200.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		24	49,344.00
FIRE HYDRANT	W-2	\$4,800.00	EA		4	19,200.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		4	8,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		3	7,110.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3	1,155.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		8	3,872.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		2	1,428.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		1	30,000.00
RW BWV	10"	\$23,000.00	EA		0	-
						-
				· · · · ·	Subtotal	403,909.00

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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	ËA			-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	ĹF		400	20,000.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF		0	-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF			-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF		0	-
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		1	4,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA		0	-
TIE TO EXISTING MANHOLE		\$2,000.00	ÉA		0	-
FORCE MAIN	4" OR LESS	\$40.00	LF		0	
ADJUST MANHOLE COVER		\$535.00	EA		0	-
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page 7 of 12



UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			-
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			<u> </u>
ELECTRIC POLE	RELOCATE	\$6,000.00	EA		. O	
JUNCTION POLE	RELOCATE	\$9,000.00	ΕA		0	
UNDERGROUND + JP	RELOCATE	\$15,000.00	~ EA		0	<u> </u>
INSTALL SIDEWALK GUY		\$1,300.00	ÉA			
STREET LIGHTS		\$5,000.00	ĒΑ		10	50,000.00
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA		0	-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	ÉA		0	·····
4" PVC CONDUIT		\$7.50	ĻF	,	4800	36,000.00
CONDUIT PULL BOX 3'X3'X4'		\$2,750.00	EA		4	11,000.00
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	ter de la companya d				Subtotal	97,000.00

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page 8 of 12



TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-
TRAFFIC STRIPING	PAINT	\$0.60	LF		0	-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		1400	1,680.0
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		3	1,800.0
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-
BARRICADE	METAL (M-2)	\$1,300.00	ÉA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF		150	12,000.0
MARKERS AND DELINEATORS		\$32.00	EA		0	-
CONSTRUCTION AREA SIGNS		\$400.00	EA			
TRAFFIC CONTROL	% OF IMPV.	3%	ĒA		400000	120,000.0
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		I		***********	Subtotal	135,480.0

page 9 of 12



EROSION CONTROL: SEC. 1.1.2.J & APP.B TYP	PE UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG	\$3.00	EA		50	150.00
JUTE MAT	\$0.35			0	-
STRAW MAT	\$0.28	SF		0	-
STRAW BALE BARRIER	\$5.24	LF			-
STRAW BALE INLET BARRIER	\$3.53	LF			-
SILT FENCE	\$2.81	LF		3200	8,992.00
FIBER ROLLS	\$1.96	LF			-
FIBER MAT	\$0.40			0	-
HYDROSEED	\$0.33	SF		0	
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				Subtotal	9,142.00

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MISCELLANEOUS	TYPE	UNIT COST	UNIŤ	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		0	
OTHER FENCE			ĹF			
GATE		\$721.00	EA			-
LANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	73000	146,000.0
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)	0	-
RETAINING WALLS	GRAVITY	\$28.00	ŚF	(FACE WALL)	0	-
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Surface Water & RW Sewer Storm Drain

 $0.20805369 \quad 0.23048327 \quad 0.11111111 \quad 0.65957447$

page 12 of 12



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: <u>Vinedo Backbone - Zone 3</u> DEVELOPER: <u>Olsen Ranch 212, LLC</u> PERFORMANCE BOND NO: <u>ES00016277</u> Premium: \$129,280.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 3, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California, hereinafter called "City", in the penal sum of Six Million Four Hundred Sixty-Four Thousand and No/100dollars (\$6,464,000.00), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

e es		Attachment 5 DOC #2023035769 Page 120 of 192
	addition to the terms of the agreement of specifications accompanying the same shi and it does hereby waive notice of any suc to the terms of the agreement or to the wor IN WITNESS WHEREOF, this instrume and surety above named, onOctober By:	ent has been duly executed by the Principal
	S	urety: Everest National Insurance Company By: <u>Used X. Theorem</u> Cheryl L. Thomas, Attorney-In-Fact <u>1340 Treat Blvd. Ste. 450</u> Address <u>Walnut Creek, CA 94597</u> Address
	State of	DWLEDGMENT
	County of }ss.	
	the within instrument and acknowledged to me that capacity(ies), and that by his/her/their signature(s) of which the person(s) acted, executed the instrument.	(here insert name and title of the officer) ence to be the person(s) whose name(s) is/are subscribed to at he/she/they executed the same in his/her/their authorized on the instrument the person(s), or the entity upon behalf of
	is true and correct.	and a man and a sum and a solution of the solu
	Witness my hand and official seal.	*See Attached California Notary Acknowledgement (Seal)
	Performance Bond	
	05/08	Page 2 of 2

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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		×
1		
County of San Luis Obispo		
On 10/25/2023 before me, Lisa	Kae Groves, No	
personally appeared Danny Brose	NAME, TITLE OF OFF	FICER - E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared Danny Drose	NAME(S) OF SIGNER(S)	
who proved to me on the basis of satisfactory eviden the within instrument and acknowledged to me that h capacity(ies), and that by his/her/their signature(s) or which the person(s) acted, executed the instrument.	e/she/they executed th	ne same in his/her/their/authorized
I certify under PENALTY OF PERJURY under the laving true and correct.	ws of the State of Calif	ornia that the foregoing paragraph
WITNESS my hand and official seal.		
		LISA KAE GROVES
Lisa Guoves	(NOTARY SEAL)	Notary Public - California
SIGNATURE OF NOTARY PUBLIC	(NOTARY SEAL)	
SIGNATURE OF NOTARY PUBLIC	х х	Notary Public - California San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may	prove valuable to pers	Notary Public - California San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
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OPTIONAL Though the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) INDIVIDUAL GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	prove valuable to pers DESCRIPTION - Performance - TITL - 10/24/2023 Cheryl L.	Notary Public - Catifornia San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027 Notary Public - Catifornia San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027

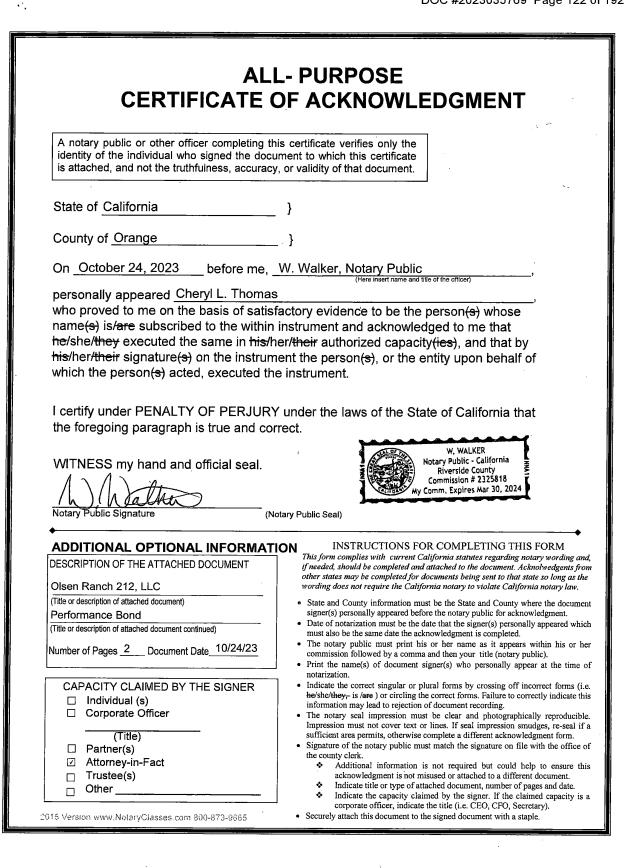
01/01/2015	
CEB Essential	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

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By: Anthony Romano, Senior Vice President

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On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Folm

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the CRIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp Sem

By: Sylvia Semerdjian, Secretary

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PAYMENT BOND

PROJECT NO.:	Vinedo Backbone - Zone 3
DEVELOPER:	Olsen Ranch 212, LLC
PAYMENT BOND NO.:	ES00016277
Premium: included in Performanc	e Bond

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WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212. LLC (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 3, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Six Million Four Hundred Sixty-Four Thousand and No/100</u> dollars (<u>\$ 6,464,000.00</u>), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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 _	October 24,	20 <u>23</u> .	$ \cap $
	01	sen Ranch 212, LLC	4//
		\square	12.
	P	rincipal	
	Ev	erest National Insurar	nce Company
		hend L. Tho	ma
	Si	rety Cheryl L. Thomas, J	Attorney-In-Fact
	134	0 Treat Blvd. Ste. 450, V	Nalnut Creek, CA 94597
	A	ddress	

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

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State of			
County of	ſ		
On	, before me,	(here insert name and title of the officer	,
		(here insert name and title of the officer	·)
personally appeared_			
		v evidence to be the person(s) whose	
subscribed to the wi	ithin instrument and acknow	vledged to me that he/she/they execute by his/her/their signature(s) on the	instrument the
nis/ner/their authoriz	y upon behalf of which the n	erson(s) acted, executed the instrument.	mstrument m
person(s), or the entity	y upon benan or which the p	erson(s) acida, executed the instrument.	
I certify under PENA	ALTY OF PERJURY under	the laws of the State of California that	t the foregoing
paragraph is true and			0
Witness my hand and	official seal.	*See Attached	
~			
Signature	······	Acknowledgement	76 s. 1 ·
			(Seal)
	ACKNO	VLEDGMENT	
State of		VLEDGMENT	
State of] ss.	WLEDGMENT	<u> </u>
State of] ss.	WLEDGMENT	
County of	}ss.		
County of	}ss.		,
County of	}ss.	VLEDGMENT (here insert name and title of the officer	,
County of On personally appeared	} ss.	(here insert name and title of the officer	
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County of On personally appeared who proved to me of subscribed to the with his/her/their authorize person(s), or the entity I certify under PENA	by the basis of satisfactory by the basis of satisfactory thin instrument and acknow ed capacity(ies), and that y upon behalf of which the per- survey of PERJURY under	(here insert name and title of the officer evidence to be the person(s) whose vledged to me that he/she/they execute by his/her/their signature(s) on the i	name(s) is/are d the same ir instrument the
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County of On personally appeared who proved to me of subscribed to the with his/her/their authorize person(s), or the entity I certify under PENA paragraph is true and of	by the basis of satisfactory by the basis of satisfactory thin instrument and acknow ed capacity(ies), and that y upon behalf of which the per- sultry OF PERJURY under correct.	(here insert name and title of the officer evidence to be the person(s) whose vledged to me that he/she/they execute by his/her/their signature(s) on the i erson(s) acted, executed the instrument.	name(s) is/are d the same ir instrument the
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County of On personally appeared who proved to me of subscribed to the with his/her/their authorize person(s), or the entity I certify under PENA paragraph is true and of Witness my hand and	by the basis of satisfactory by the basis of satisfactory thin instrument and acknow ed capacity(ies), and that y upon behalf of which the per- sultry OF PERJURY under correct.	(here insert name and title of the officer evidence to be the person(s) whose vledged to me that he/she/they execute by his/her/their signature(s) on the i erson(s) acted, executed the instrument. the laws of the State of California that	name(s) is/are d the same ir instrument the

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 San Luis Obispo

On 10/25/2023 before me, Lisa Kae Groves, Notary Public DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Danny Brose

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

NAME(S) OF SIGNER(S)

(NOTARY SEAL)

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.

ouls

SIGNATURE OF NOTARY PUBLIC

OPTIONAL

INDIVIDUAL

PARTNER(S)

TRUSTEE(S)

OTHER

CORPORATE OFFICER

ATTORNEY-IN-FACT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

GUARDIAN/CONSERVATOR

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

TITLE(S)

LIMITED GENERAL

DESCRIPTION OF ATTACHED DOCUMENT

LISA KAE GROVES Notary Public - California

San Luis Obispo County Commission # 2441117

My Comm. Expires Mar 12, 2027

Attachment 5

Payment Bond

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10/24/2023

DATE OF DOCUMENT

Cheryl L. Thomas SIGNER(S) OTHER THAN NAMED ABOVE

NONJC-069 01/01/2015

CEB Essential

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

AL	L- PURPOSE
	OF ACKNOWLEDGMENT
	· · · · · · · · · · · · · · · · · · ·
A notary public or other officer completing identity of the individual who signed the do is attached, and not the truthfulness, accurate	cument to which this certificate
State of California	_ }
County of <u>Orange</u>	_ }
On October 24, 2023 before me,	W. Walker, Notary Public (Here insert name and title of the officer)
which the person (s) acted, executed t	ne instrument
I certify under PENALTY OF PERJUF the foregoing paragraph is true and co WITNESS my hand and official seal.	RY under the laws of the State of California that
the foregoing paragraph is true and constructions with the foregoing paragraph is true and construct the foregoing	RY under the laws of the State of California that orrect. W. WALKER Notary Public - California Riverside County Commission # 2325818
the foregoing paragraph is true and constrained and official seal.	RY under the laws of the State of California that orrect. W. WALKER Notary Public - California Riverside County Commission # 2325818 My Corum. Expires Mar 30, 2024
the foregoing paragraph is true and construction of the foregoing para	AY under the laws of the State of California that orrect. W. WALKER Notary Public - California Riverside County Commission # 2325818 Wy Corn. Expires Mar 30, 2024 (Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. • State and County information must be the State and County where the document. • Date of notarization must be the date that the signer(s) personally appeared whice must also be the same date the acknowledgment is completed. • Date of notarization must be the date that the signer(s) personally appeared whice must also be the same date the acknowledgment is completed. • Date of notarization must be the date that the signer(s) personally appeared whice must also be the same date the acknowledgment is completed. • The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
the foregoing paragraph is true and constrained of the fo	RY under the laws of the State of California that orrect. W. WALKER Notary Public - California Riverside County Commission # 2325818 My Corum. Expires Mar 30, 2024 (Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form completes with current California statutes regarding notary wording and if needed, should be completed and attached to the document. Acknowedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document. State and County information must be the State and County where the document. State and County information must be the State and County where the document. State and County information must be the State and County where the document. Date of notarization must be the date that the signer(s) personally appeared whic must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or he commission followed by a comma and then your title (notary public).



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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings, were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

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On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the CRIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp Sem

By: Sylvia Semerdjian, Secretary

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			Attachmer	1t. 5 69 Page 132 of 19
COUNTY SAN LUIS OBISPO COUNTY OF DEPARTMENT Standard Unit Costs for Pr	OF	PUBLIC V	VORKS	
Project: VINEDO BACKBONE		<u> </u>		
	- ZUNE	<u> </u>		
Prepared by: EJ				
Firm Name: RICK ENGINEERING	1		<u> </u>	
Date: October 23, 2023		<u> </u>		
PRICE INDEX BASELINE, 2011 CALTRANS INDEX =	51.6			
2nd Quarter 2021 PRICE INDEX =	92.0	<u>Caltrans</u>		
-ENGINEER'S SEAL-			-RESULTS-	
			Subtotal	\$2,536,398.50
			Cost Index Factor	1.78
C PROFESSIONA			Adjusted Subtotal	\$4,520,294.69
Let LILY L. DAUS			Inflation (10%)	\$452,029.47
SIC A SIC			Administration (20%-40%)	\$904,058.94
4 5 5 5 5 5 5 5 5 5 5 5 5 5			Adjusted Subtotal	\$5,876,383.10
$\begin{array}{c} \Rightarrow \\ C \\$			Contingency (10%)	\$587,638.31
UT CAL		ΤΟΤΑ	L SECURITY TO BE POSTED: (rounded to the nearest \$100)	\$6,464,000
LADW&C 10/25/23				
Engineer's signature date				
				revised 6/1/2022

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			<i>c</i>			
SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
LEARING AND GRUBBING		\$0.03	SF			-
REE REMOVAL		\$300.00	EA			
ONCRETE REMOVAL	S.W.	\$3.25	SF			· -
ONCRETE REMOVAL	C & G	\$10.00	LF			-
RIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
ISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
THER REMOVAL (SPECIFY)						-
BANDON WELL		\$1,650.00	EA			-
BANDON SEPTIC SYSTEM		\$500.00	EA			-
DISPOSAL OF CLIII BASE		\$29.00	CY	\$360		-
XCAVATION	0-1000 CY	\$22.00	CY	\$500		
	1000-20000 CY	\$15.00	CY			
	> 20000 CY	\$9.00	CY			-
MPORT	0-1000 CY	\$31.00	CY	\$500		-
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY			-
INE GRADING		\$0.30	SF			-
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ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		-
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800	28000	81,200.00
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		-
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	85000	476,000.00
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800	0	-
CLASS II AGG. BASE	4"	\$0.87	SF		0	-
CLASS II AGG. BASE	6"	\$1.30	SF			
CLASS II AGG. BASE	8"	\$1.75	SF		28000	49,000.00
CLASS II AGG. BASE	10"	\$2.10	SF		0	-
CLASS II AGG. BASE	12"	\$2.50	SF			-
CLASS II AGG. BASE	18"	\$3.70	SF		85000	314,500.00
CLASS II AGG. BASE		\$35.00	TON			
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		1000	17,000.00
GEOTEXTLE FABRIC		\$1.00	SF			-
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		
SAW CUT	HMA	\$2.17	LF	\$250	150	325.50
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	•			·····	Subtotal	938,025.50

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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF		500	4,500.00
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		2800	36,400.00
CURB AND GUTTER	6" (C-2)	\$22.00	LF		5000	110,000.00
CURB ONLY	C-2A	\$16.00	LF		3700	59,200.00
HOT MIX ASPHALT DIKE	C-3	\$10.00	LF	\$800		-
SIDEWALK	C-4	\$10.00	SF		10000	100,000.00
GUARDRAIL		\$40.00	LF		0	-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		3	11,700.00
RURAL INLET	D-2A,B	\$1,700	EA		1	1,700.00
CULVERT PIPE	15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	ĹF		200	12,000.00
CULVERT PIPE	24"	\$80.00	LF		120	9,600.00
CULVERT PIPE	30"	\$90.00	LF		120	10,800.00
CULVERT PIPE	36"	\$105.00	LF		0	-
CULVERT PIPE	48"	\$135.00	LF		0	-
CULVERT PIPE	60"	\$150.00	LF		0	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		2	9,600.00
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		1	4,500.00
TIE TO EX. MANHOLE		\$2,000	EA		1	2,000.00
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
CATCH BASIN	36"x36"	\$2,500	EA		0	, <u>-</u>
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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL		
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		1	1,700.00		
RAISE WATER METER		\$400.00	EA			-		
WATER MAIN	6"	\$50.00	LF			-		
WATER MAIN	8"	\$58.00	LF		900	52,200.00		
WATER MAIN	10"	\$68.00	LF		700	47,600.00		
WATER MAIN	12"	\$92.00	LF		2700	248,400.00		
WATER MAIN	14"	\$106.00	LF		0	-		
WATER MAIN	16"	\$120.00	LF		0	-		
HOT TAP	6"	\$1,998.00	EA		0			
HOT TAP	8"	\$2,238.00	EA		0	-		
HOT TAP	10"	\$3,219.00	EA			-		
GATE VALVE	4"	\$514.00	EA		0	-		
GATE VALVE	6"	\$1,500.00	EA		0	-		
GATE VALVE	8"	\$2,056.00	EA		30	61,680.00		
FIRE HYDRANT	W-2	\$4,800.00	EA		4	19,200.00		
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-		
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		5	10,000.00		
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-		
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		. 3	7,110.00		
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA	_	0	-		
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-		
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-		
THRUST BLOCKS	W-1, 8"	\$385.00	EA		3	1,155.00		
THRUST BLOCKS	W-1, 10"	\$484.00	EA		9	4,356.00		
THRUST BLOCKS	W-1, 12"	\$714.00	EA	-	3	2,142.00		
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-		
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-		
RW BWV	12"	\$30,000.00	EA		0			
RWBWV	10"	\$23,000.00	EA		0	-		
						-		
	Subtotal							

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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA			-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		2300	115,000.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF		0	-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF			-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF		0	-
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		11	49,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA	_	0	-
TIE TO EXISTING MANHOLE		\$2,000.00	EA		1	2,000.00
FORCE MAIN	4" OR LESS	\$40.00	LF		0	-
ADJUST MANHOLE COVER		\$535.00	EA		0	-
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		•		•	Subtotal	166,500.00

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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA		0	-
JUNCTION POLE	RELOCATE	\$9,000.00	EA		0	-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA		0	-
INSTALL SIDEWALK GUY		\$1,300.00	EA			-
STREET LIGHTS		\$5,000.00	EA		15	75,000.00
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA		0	-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA		0	-
4" PVC CONDUIT		\$7.50	LF	,	7400	55,500.00
CONDUIT PULL BOX 3'X3'X4'		\$2,750.00	EA		6	16,500.00
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					Subtotal	147,000.00

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TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-
TRAFFIC STRIPING	PAINT	\$0.60	LF		0	-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		2200	2,640.00
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			-
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		5	3,000.00
STREET NAME SIGN ONLY	M-4	\$300.00	EA			
BARRICADE	METAL (M-2)	\$1,300.00	EA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF		230	18,400.00
MARKERS AND DELINEATORS		\$32.00	EA		0	
CONSTRUCTION AREA SIGNS		\$400.00	EA			-
TRAFFIC CONTROL	% OF IMPV.	3%	EA		6,300,000.00	189,000.00
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page 9 of 11



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EROSION CONTROL: SEC. 1.1.2.J & APP.B	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG		\$3.00			80	240.00
JUTE MAT		\$0.35	SF		0	-
STRAW MAT		\$0.28	SF		0	-
STRAW BALE BARRIER		\$5.24	LF			
STRAW BALE INLET BARRIER		\$3.53	LF			-
SILT FENCE		\$2.81	LF		5000	14,050.00
FIBER ROLLS		\$1.96	LF			-
FIBER MAT		\$0.40	SF		0	-
HYDROSEED		\$0.33	SF		0	-
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					Subtotal	14,290.00

page 10 of 11



MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		0	-
OTHER FENCE			LF			-
GATE		\$721.00	EA			-
LANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	115000	230,000.00
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)	0	-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)	Ó	-
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					Subtotal	230000.00

page 11 of 11





CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: Vinedo Backbone - Zone 4 DEVELOPER: Olsen Ranch 212, LLC PERFORMANCE BOND NO: ES00016281 Premium: \$34,302.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project Vinedo Backbone - Zone 4, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State "City", of California, hereinafter called penal in the sum of One Million Seven Hundred Fifteen Thousand One Hundred and N0/100 dollars (\$1,715,100.00), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2



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 to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been <u>duly</u> executed by the Principal and surety above named, on <u>October 24</u>

By:

Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

Cherge Z. Thomas Cheryl L. Thomas, Attorney-In-Fact By:

1340 Treat Blvd. Ste. 450 Address

Walnut Creek, CA 94597 Address

	ACKNOWLEDGMENT
State of	1
Country	, ss.
County of	J
On, before n	me,,
	(here insert name and title of the officer)
personally appeared	
who proved to me on the basis of satisfa	actory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged	d to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their sig	gnature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the in	Astrument.
• • • • •	\mathbf{X}
I certify under PENALTY OF PERJURY	under the laws of the State of California that the foregoing paragraph
is true and correct.	in a second of controlling that the foregoing paragraph

Witness my hand and official seal.

Signature _

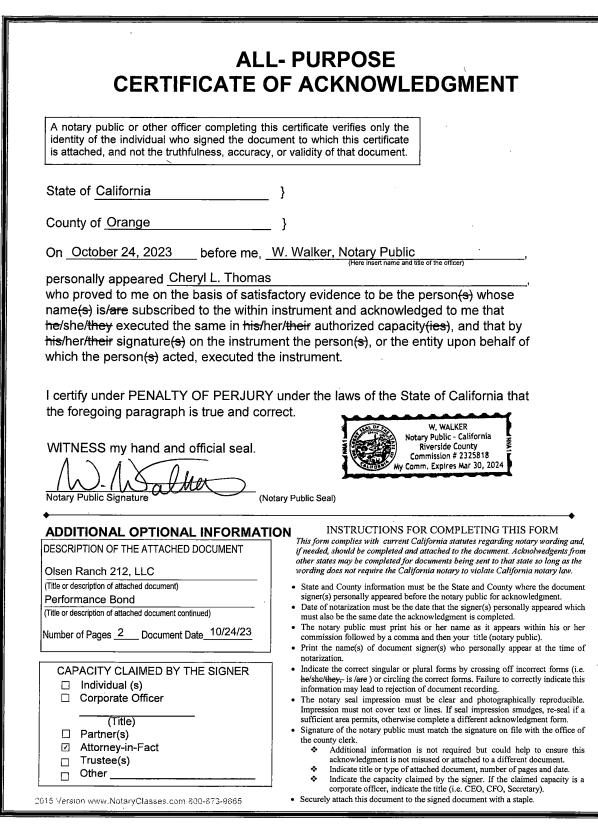
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*See Attached California Notary Acknowledgement

Performance Bond 05/08

Page 2 of 2

(Seal)



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Attachment 5 DOC #2023035769 Page 146 of 192

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Reinsurance ORPORA JA Company Everest SEAL 1973 PELAWARE *



POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

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By: Anthony Romano, Senior Vice President

Attachment 5 DOC #2023035769 Page 147 of 192

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

Luce Rober

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp-Sem

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

DOC

PROJECT NO.:	Vinedo Backbone - Zone 4
DEVELOPER:	Olsen Ranch 212, LLC
PAYMENT BOND NO .:	ES00016281
Premium: included in Performa	nce Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 4</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of One Million Seven Hundred Fifteen Thousand One Hundred and N0/100 dollars (\$ 1,715,100.00), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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 October 24 .20 23 Ølsen Ranch 212, LL Bv Principal Everest National Insurance Company Chenl L. Th me

Surety Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450, Walnut Creek, CA 94597 Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

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State of]
Country of	\ SS.
County of)
On .	before me,
	before me,
personally appeared	<u> </u>
subscribed to the within instrum his/her/their authorized capacity person(s), or the entity upon beha	s of satisfactory evidence to be the person(s) whose name(s) is/ nent and acknowledged to me that he/she/they executed the same (ies), and that by his/her/their signature(s) on the instrument If of which the person(s) acted, executed the instrument.
I certify under PENALTY OF P paragraph is true and correct.	ERJURY under the laws of the State of California that the foregoi
Witness my hand and official seal	
Signature	California Notary Acknowledgement
	(Seal)
County of	} SS.
On,1	before me,
	(here insert name and title of the officer)
personally appeared	a for a for a for the second of the second o
subscribed to the within instrum his/her/their authorized capacity	s of satisfactory evidence to be the person(s) whose name(s) is/a nent and acknowledged to me that he/she/they executed the same (ies), and that by his/her/their signature(s) on the instrument t of which the person(s) acted, executed the instrument.
I certify under PENALTY OF P. paragraph is true and correct.	ERJURY under the laws of the State of California that the foregoin
Witness my hand and official seal	
Signature *** See Attached CA	All Purpose Acknowledgment***
	(Seal)

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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 San Luis Obispo	
On 10/25/2023 before me, Lisa 1 	Kae Groves, Notary Public , NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC" ,
the within instrument and acknowledged to me that he	NAME(S) OF SIGNER(S) be to be the person(s) whose name(s) is/are subscribed to e/she/they executed the same in his/her/their/authorized the instrument the person(s), or the entity upon behalf of
I certify under PENALTY OF PERJURY under the law is true and correct.	is of the State of California that the foregoing paragraph
WITNESS my hand and official seal.	(NOTARY SEAL) (NOTARY SEAL) LISA KAE GROVES Notary Public - California San Luis Obispo County Commission # 2441117 My Comm. Expires Mar 12, 2027
OPTIONAL Though the data below is not required by law, it may p prevent fraudulent reattachment of this form.	prove valuable to persons relying on the document and could
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
INDIVIDUAL CORPORATE OFFICER	
:	Payment_Bond
PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S)	NUMBER OF PAGES
GUARDIAN/CONSERVATOR OTHER	10/24/2023 DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	Cheryl L. Thomas
	SIGNER(S) OTHER THAN NAMED ABOVE

NONJC-069 01/01/2015 CEB' Essential ceb.com Forms CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Page 1 of 1

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	OF ACKNOWLEDGMENT
CERTIFICATE	
A notary public or other officer completing to identity of the individual who signed the doc is attached, and not the truthfulness, accurac	ument to which this certificate
State of California	_ }
County of Orange	_ }
On October 24, 2023 before me,	W. Walker, Notary Public
personally appeared Cheryl L. Thoma	(Here insert name and title of the officer)
he/she/they executed the same in his/	n instrument and acknowledged to me that her/ their authorized capacity (ies) , and that by nent the person (s) , or the entity upon behalf of he instrument.
	Y under the laws of the State of California that
the foregoing paragraph is true and co	
WITNESS my hand and official seal.	W. WALKER Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024
M. Watters	Notary Public - California Riverside County My Comm, Expires Mar 30, 2024
M. Watters	Notary Public - California Riverside County Commission # 2375818
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT	Notary Public - California Riverside County Commission # 2325818 My Comm, Expires Mar 30, 2024 Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknolywedgents fi other states may be completed for documents being sent to that state so long as t
ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC	Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknolwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law.
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond	Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) TON INSTRUCTIONS FOR COMPLETING THIS FORM This form completes with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknobwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. • State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgement.
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ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond	Notary Public - California Riverside County Commission # 2325818 Wy Comm. Expires Mar 30, 2024 Notary Public Seal) TON INSTRUCTIONS FOR COMPLETING THIS FORM This form complete with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknohvedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. • State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgment. • Date of notarization must be the date that the signer(s) personally appeared wh must also be the same date the acknowledgment is completed. • The notary public must print his or her name as it appears within his or commission followed by a comma and then your title (notary public).
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond (Title or description of attached document continued) Number of Pages 2 Document Date 10/24/23 CAPACITY CLAIMED BY THE SIGNER	Notary Public - California Riverside County Commission # 2325818 Ny Comm. Expires Mar 30, 2024 Notary Public Seal) Notary Publ
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond (Title or description of attached document continued) Number of Pages 2 Document Date10/24/23	Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary varding a if needed, should be completed and attached to the document. Acknobwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared wh must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (he/she/hey_r is /are) or circling the correct forms. Failure to correctly indicate 1 information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducil
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond (Title or description of attached document continued) Number of Pages 2 Document Date 10/24/23 CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title)	Notary Public - California Riverside County Commission # 2325818 Ny Comm, Expires Mar 30, 2024 Notary Public Seal) TON INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknolwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgement. Date of notarization must be the date that the signer (s) personally appeared wh must also be the same date the acknowledgment is completed. The notary public must print his or commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (he/she/they, is /are) or circling the correct forms. Failure to correctly indicate to information may lead to rejection of document recording. The notary seal impression must be clear and photographically reproducil Impression must not cover text or lines. If seal impression smudges, re-seal i sufficient area permits, otherwise complete a different acknowledgement form.
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond (Title or description of attached document continued) Number of Pages 2 Document Date 10/24/23 CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title) Partner(s)	 Notary Public - California Riverside County Commission # 2325818 My Comm. Expires Mar 30, 2024 Notary Public Seal) INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknobwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. State and County information must be the State and County where the docum signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whe must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (he/she/they_r is /are) or circling the correct forms. Failure to correctly indicate 1 information must not cover text or lines. If seal impression smudges, re-seal sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office the county clerk.
ADDITIONAL OPTIONAL INFORMAT ADDITIONAL OPTIONAL INFORMAT DESCRIPTION OF THE ATTACHED DOCUMENT Olsen Ranch 212, LLC (Title or description of attached document) Payment Bond (Title or description of attached document continued) Number of Pages 2 Document Date 10/24/23 CAPACITY CLAIMED BY THE SIGNER Individual (s) Corporate Officer (Title)	 Notary Public - California Riverside County Commission # 2325818 Notary Public Seal) Notary Public Seal) Notary Public Seal) TION INSTRUCTIONS FOR COMPLETING THIS FORM This form complies with current California statutes regarding notary wording a if needed, should be completed and attached to the document. Acknolwedgents fi other states may be completed for documents being sent to that state so long as t wording does not require the California notary to violate California notary law. State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment. Date of notarization must be the date that the signer(s) personally appeared whe must also be the same date the acknowledgment is completed. The notary public must print his or her name as it appears within his or commission followed by a comma and then your title (notary public). Print the name(s) of document signer(s) who personally appear at the time notarization. Indicate the correct singular or plural forms by crossing off incorrect forms (he/she/hey- is /are) or circling the correct forms. Failure to correctly indicate to information must not cover text or lines. If seal impression smudges, re-seal i sufficient area permits, otherwise complete a different acknowledgment form. Signature of the notary public must match the signature on file with the office

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Attachment 5 DOC #2023035769 Page 153 of 192





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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the comporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

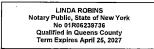
IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.



Luce Robin

Lindá Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



Syp-Sem

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

Attachment 5 **COUNTY OF SAN LUIS OBISPO** COUNTY **DEPARTMENT OF PUBLIC WORKS** OBISPO Standard Unit Costs for Project Security (Performance Bond) Project: VINEDO BACKBONE - ZONE 4 Prepared by: EJ Firm Name: RICK ENGINEERING Date: October 23, 2023 PRICE INDEX BASELINE, 2011 CALTRANS INDEX = 51.6 2nd Quarter 2021 PRICE INDEX = 92.0 **Caltrans** -ENGINEER'S SEAL--RESULTS-Subtotal \$672,974.00 Cost Index Factor 1.78 PROFESSION Adjusted Subtotal \$1,199,354.44 Inflation (10%) \$119,935.44 Administration (20%-40%) \$239,870.89 Adjusted Subtotal \$1,559,160.77 70998 No. EXP. 6/30/25 CIVII Contingency (10%) \$155,916.08 E OF CALIFO TOTAL SECURITY TO BE POSTED: \$1,715,100 (rounded to the nearest \$100) 10/25/23 date Engineer's signature revised 6/1/2022

page 1 of 11



SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CLEARING AND GRUBBING		\$0.03	SF			-
TREE REMOVAL		\$300.00	EA			-
CONCRETE REMOVAL	S.W.	\$3.25	SF			-
CONCRETE REMOVAL	C&G	\$10.00	LF			-
GRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
OTHER REMOVAL (SPECIFY)						-
ABANDON WELL		\$1,650.00	EA			-
ABANDON SEPTIC SYSTEM		\$500.00	EA			-
DISPOSAL OF CLIII BASE		\$29.00	CY	\$360		-
EXCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			_
IMPORT	0-1000 CY	\$31.00	CY	\$500		-
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY			
FINE GRADING		\$0.30	SF		· · · · · · · · · · · · · · · · · · ·	-
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ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		-
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800	8200	23,780.00
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		-
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	24000	134,400.00
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800	0	-
CLASS II AGG. BASE	4"	\$0.87	SF		0	-
CLASS II AGG. BASE	6"	\$1.30	SF			-
CLASS II AGG. BASE	8"	\$1.75	SF		8200	14,350.00
CLASS II AGG. BASE	10"	\$2.10	SF		0	-
CLASS II AGG. BASE	12"	\$2.50	SF			-
CLASS II AGG. BASE	18"	\$3.70	SF		24000	88,800.00
CLASS II AGG. BASE		\$35.00	TON			-
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		300	5,100.00
GEOTEXTLE FABRIC		\$1.00	SF			-
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
SAW CUT	HMA	\$2.17	LF	\$250	40	250.00
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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF		150	1,350.00
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		800	10,400.00
CURB AND GUTTER	6" (C-2)	\$22.00	LF		1500	33,000.00
CURB ONLY	C-2A	\$16.00	LF		1100	17,600.00
HOT MIX ASPHALT DIKE	C-3	\$10.00	LF	\$800		-
SIDEWALK	C-4	\$10.00	SF		3000	30,000.00
GUARDRAIL		\$40.00	LF		0	-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	ĒA	<u> </u>	0	-
RURAL INLET	D-2A,B	\$1,700	EA		0	
CULVERT PIPE	15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	LF		0	
CULVERT PIPE	24"	\$80.00	LF		0	-
CULVERT PIPE	30"	\$90.00	LF		0	-
CULVERT PIPE	36"	\$105.00	LF		0	-
CULVERT PIPE	48"	\$135.00	LF		0	-
CULVERT PIPE	60"	\$150.00	LF		0	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		0	-
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EÁ			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			· -
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		0	-
TIE TO EX. MANHOLE		\$2,000	EA		0	-
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		
CATCH BASIN	36"x36"	\$2,500	EA		0	-
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WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		0	
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		260	15,080.00
WATER MAIN	10"	\$68.00	LF		200	13,600.00
WATER MAIN	12"	\$92.00	LF		700	64,400.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		8	16,448.00
FIRE HYDRANT	W-2	\$4,800.00	EA		1	4,800.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		1	2,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		1	2,370.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	
WATER SAMPLING STATION	W-7	\$1,250.00	EA			-
THRUST BLOCKS	W-1, 6"	\$275.00	EA		-0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		1	385.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		3	1,452.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		1	714.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			-
RW BWV	12"	\$30,000.00	EA		0	-
RW BWV	10"	\$23,000.00	EA		0	-
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		•			Subtotal	121,249.00

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WASTEWATER DISPOSAL: SEC. 7-1	TYPĒ	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA			-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		300	15,000.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF		0	-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	LF			-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF		0	•
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		1	4,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA		0	-
TIE TO EXISTING MANHOLE		\$2,000.00	EA		0	-
FORCE MAIN	4" OR LESS	\$40.00	LF		0	-
ADJUST MANHOLE COVER		\$535.00	EA		0	-
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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			-
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA		0	
JUNCTION POLE	RELOCATE	\$9,000.00	EA		0	-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA		0	
INSTALL SIDEWALK GUY		\$1,300.00	EA			·
STREET LIGHTS		\$5,000.00	EA		4	20,000.00
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA		0	-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA		0	-
4" PVC CONDUIT		\$7.50	LF		2200	16,500.00
CONDUIT PULL BOX 3'X3'X4'		\$2,750.00	EA		2	5,500.00
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					Subtotal	42,000.0

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TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-
TRAFFIC STRIPING	PAINT	\$0.60	LF		0	-
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		600	720.0
REMOVE STRIPING		\$3.00	LF			-
TRAFFIC MARKING		\$1.25	SF			-
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		1	600.0
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-
BARRICADE	METAL (M-2)	\$1,300.00	EA			-
BARRICADE	WOOD (M-2A)	\$80.00	LF		70	5,600.0
MARKERS AND DELINEATORS		\$32.00	EA		0	-
CONSTRUCTION AREA SIGNS		\$400.00	EA			-
TRAFFIC CONTROL	% OF IMPV.	3%	EA		1800000	54,000.0
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EROSION CONTROL: SEC. 1.1.2.J & APP.B	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG		\$3.00	EA		20	60.00
JUTE MAT		\$0.35	SF		0	-
STRAW MAT	•-	\$0.28	SF		0	-
STRAW BALE BARRIER		\$5.24	LF			-
STRAW BALE INLET BARRIER		\$3.53	LF	-		-
SILT FENCE		\$2.81	LF		1500	4,215.00
FIBER ROLLS		\$1.96	LF			-
FIBER MAT		\$0.40	SF		0	-
HYDROSEED		\$0.33	SF		0	-
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					Subtotal	4,275.00

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MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		0	
OTHER FENCE			LF			
GATE		\$721.00	EA			-
LANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	33000	66,000.00
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)	0	-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)	0	_
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CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PERFORMANCE BOND

PROJECT NO.: <u>Vinedo Backbone - Zone 5</u> DEVELOPER: <u>Olsen Ranch 212, LLC</u> PERFORMANCE BOND NO: <u>ES00016280</u> Premium: \$56,190.00

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and Olsen Ranch 212, LLC (hereinafter designated as "Principal") have entered into a **Subdivision Improvement Agreement** whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 5</u>, is hereby referred to and made a 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 Everest National Insurance Company, as surety, are held firmly bound unto the City of El Paso de Robles, a municipal corporation of the State of California. hereinafter called "City", in the penal sum of Two Million Eight Hundred Nine Thousand Five Hundred and N0/100 dollars (\$_2,809,500.00), 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 bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform 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 City, 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.

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 City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Page 1 of 2

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IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on _ October/24 20<u>23</u>.

By: Principal: Olsen Ranch 212, LLC

Surety: Everest National Insurance Company

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By: <u>Chery L. Thomas</u> Cheryl L. Thomas, Attorney-In-Fact

1340 Treat Blvd. Ste. 450 Address

Walnut Creek, CA 94597 Address

	VLEDGMENT
State of	
County of	
On, before me,	,
	(here insert name and title of the officer)
personally appeared	
who proved to me on the basis of satisfactory evider	the to be the person(s) whose name(s) is/are subscribed to he/she/they executed the same in his/her/their authorized
capacity(ies) and that by his/her/their signatures) or	the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.	
	aws of the State of California that the foregoing paragraph
is true and correct.	
Witness my hand and official seal.	
Signature	
	(Seal).
	*See Attached
	California Notary
	Acknowledgement
Performance Bond	
05/08	Page 2 of 2
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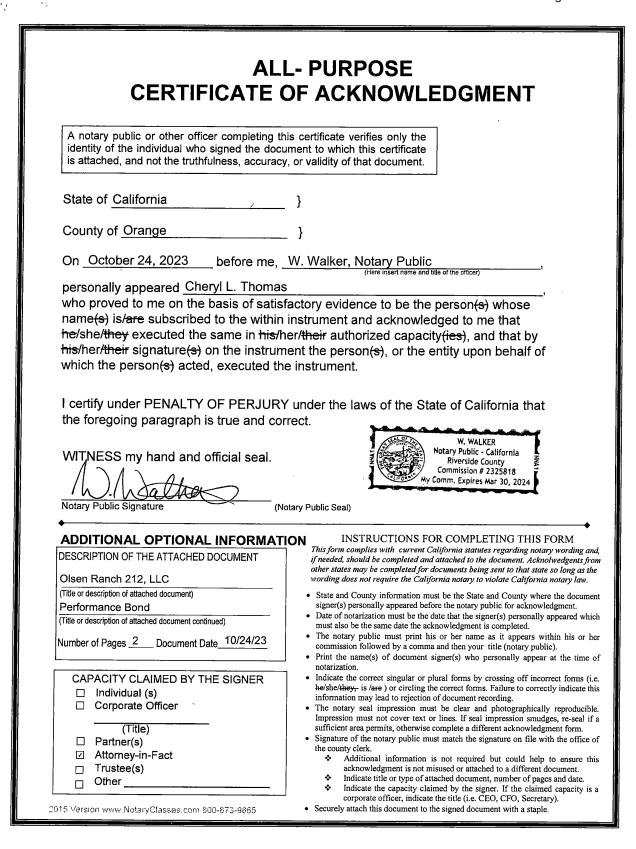
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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.	
ounty of San Luis Obispo	
· · ·	Kae Groves, Notary Public ,
DATE	NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"
ersonally appeared Danny Brose	1
e within instrument and acknowledged to me that he	NAME(S) OF SIGNER(S) ce to be the person(s) whose name(s) is/are subscribed to e/she/they executed the same in his/her/their/authorized in the instrument the person(s), or the entity upon behalf of
	ws of the State of California that the foregoing paragraph
/ITNESS my hand and official seal.	
	LISA KAE GROVES Notary Public - California
Lisa Guores	(NOTARY SEAL)
SNATURE OF NOTARY PUBLIC	My Comm. Expires Mar 12, 2027
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nough the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED ATTORNEY-IN-FACT	DESCRIPTION OF ATTACHED DOCUMENT
 nough the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) 	DESCRIPTION OF ATTACHED DOCUMENT Performance_Bond TITLE OR TYPE OF DOCUMENT
nough the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR	DESCRIPTION OF ATTACHED DOCUMENT Performance_Bond TITLE OR TYPE OF DOCUMENT NUMBER OF PAGES
 nough the data below is not required by law, it may prevent fraudulent reattachment of this form. CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT TRUSTEE(S) 	DESCRIPTION OF ATTACHED DOCUMENT Performance_Bond TITLE OR TYPE OF DOCUMENT
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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attact thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

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By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

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Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th day of October 2023.



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By: Sylvia Semerdjian, Secretary

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PAYMENT BOND

 PROJECT NO.:
 Vinedo Backbone - Zone 5

 DEVELOPER:
 Olsen Ranch 212, LLC

 PAYMENT BOND NO.:
 ES00016280

 Premium: included in Performance Bond

WHEREAS, the City Council of the City of El Paso de Robles, State of California, and <u>Olsen Ranch 212, LLC</u> (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement, whereby Principal agrees to install and complete certain designated public improvements, which said agreement, and identified as project <u>Vinedo Backbone - Zone 5</u>, and is hereby referred to and made a 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 City of El Paso de Robles, a municipal corporation of the State of California, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said "Principal" and the undersigned as corporate surety, are held firmly bound unto the City of El Paso de Robles and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Agreement and referred to in the aforesaid Agreement and referred to in the aforesaid Code of Civil Procedure in the sum of <u>Two Million Eight Hundred Nine Thousand Five Hundred</u> and N0/100 dollars (§ 2,809,500.00), 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 City 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.



CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 2 OF 3

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 Title 15 (Commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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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 specification 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 _ October 24 20 23. Olsen Ranch 212, LL (By: Principal Everest National Insurance Company Chene X. Th mico Surety Cheryl L. Thomas, Attorney-In-Fact

1<u>340 Treat Blvd. Ste. 450, Walnut Creek, CA 9459</u>7 Address

(SIGNATURES MUST BE NOTARIZED)

CITY OF EL PASO DE ROBLES A MASTER ~ PAYMENT BOND PAGE 3 OF 3

	NOWLEDGMENT
State of	
County of ss.	
On, before me, _	
personally appeared	(here insert name and title of the officer)
subscribed to the within instrument and act	tory evidence to be the person(s) whose name(s) is knowledged to me that he/she/they executed the sam that by his/her/their signature(s) on the instrument he person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY un paragraph is true and correct.	nder the laws of the State of California that the foreg
Witness my hand and official seal.	*See Attached
Signature	Colifornia Matan
	NOWLEDGMENT
State of	
ss.	
County of \$ss.	
County of, before me,, personally appeared	
County of	tory evidence to be the person(s) whose name(s) is nowledged to me that he/she/they executed the same hat by his/her/their signature(s) on the instrument

Witness my hand and official seal.

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Signature *** See Attached CA All Purpose Acknowledgment ***

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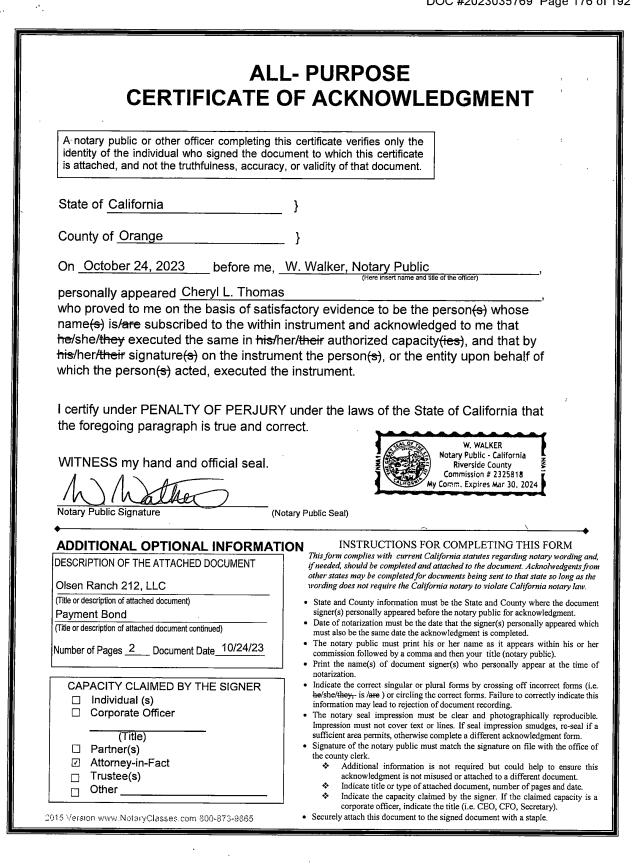
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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Attachment 5 DOC #2023035769 Page 176 of 192







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POWER OF ATTORNEY EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest National Insurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Shane Wolf, Cathy S. Kennedy, Beata A. Sensi, Cheryl L. Thomas, Todd M. Rohm, Wrenetta Walker

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surely or co-surely with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest National Insurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

Attachment 5 DOC #2023035769 Page 178 of 192

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly swom, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS Notary Public, State of New York No 01R06239736 Qualified in Queens County Term Expires April 25, 2027

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Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 24th_day of October 2023.



Syl Sem

By: Sylvia Semerdjian, Secretary

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COUNTY SAN LUIS OBISPO Standard Unit Costs for Pr	r of I	PUBLIC WO	DRKS	
Project: VINEDO BACKBONE	E - ZONE	5		
Prepared by: EJ				
Firm Name: RICK ENGINEERING	 }			•
Date: October 23, 2023	•	· ·		
PRICE INDEX BASELINE, 2011 CALTRANS INDEX =	51.6	· · ·		
2nd Quarter 2021 PRICE INDEX =	92.0	<u>Caltrans</u>		
-ENGINEER'S SEAL-			-RESULTS-	· ·
			Subtotal	\$1,102,421.00
20751300 D			Cost Index Factor Adjusted Subtotal	1.78 \$1,964,702.23
PROTESSION A				ψ1,30 4 ,102.23
L'ALL L'UN CORUS (THE			Inflation (10%)	\$196,470.22
15/19 19 19 10 10 10 10 10 10 10 10 10 10 10 10 10			Administration (20%-40%)	\$392,940.45
₩ No. 70998			Adjusted Subtotal	\$2,554,112.90
S. CIVIL			Contingency (10%)	\$255,411.29
OF CALIFOR				
		TOTALS	SECURITY TO BE POSTED: (rounded to the nearest \$100)	\$2,809,500
		L		·
LIDWSC 10/25/23				
Engineer's signature date				
			·	
			·	revised 6/1/2022

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SITE PREPARATION: SEC. 2-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CLEARING AND GRUBBING		\$0.03	SF			-
TREE REMOVAL		\$300.00	EA			-
CONCRETE REMOVAL	S.W.	\$3.25	SF			-
CONCRETE REMOVAL	C&G	\$10.00	LF			-
GRIND HOT MIX ASPHALT		\$1.03	SF	\$4,250		-
DISPOSAL OF HOT MIX ASPHALT		\$50.00	CY	\$360		-
OTHER REMOVAL (SPECIFY)						-
ABANDON WELL		\$1,650.00	EA			-
ABANDON SEPTIC SYSTEM		\$500.00	EA			
DISPOSAL OF CLIII BASE		\$29.00	CY	\$360		
EXCAVATION	0-1000 CY	\$22.00	CY	\$500		-
	1000-20000 CY	\$15.00	CY			-
	> 20000 CY	\$9.00	CY			-
IMPORT	0-1000 CY	\$31.00	CY	\$500		-
	1000-20000 CY	\$22.00	CY			-
	> 20000 CY	\$12.00	CY	-		-
FINE GRADING		\$0.30	SF			•
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page 2 of 13



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ROADWAYS: SEC. 3-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
HOT MIX ASPHALT IN PLACE	2"	\$1.95	SF	\$800		-
HOT MIX ASPHALT IN PLACE	3"	\$2.90	SF	\$800	12000	34,800.00
HOT MIX ASPHALT IN PLACE	4"	\$3.70	SF	\$800		-
HOT MIX ASPHALT IN PLACE	5"	\$4.90	SF	\$800		-
HOT MIX ASPHALT IN PLACE	6"	\$5.60	SF	\$800	33000	184,800.00
HOT MIX ASPHALT IN PLACE		\$135	TON	\$800	0	-
CLASS II AGG. BASE	4"	\$0.87	SF		0	-
CLASS II AGG. BASE	6"	\$1.30	SF			-
CLASS II AGG. BASE	8"	\$1.75	SF		12000	21,000.00
CLASS II AGG. BASE	10"	\$2.10	SF	L.	0	· -
CLASS II AGG. BASE	12"	\$2.50	SF			-
CLASS II AGG. BASE	18"	\$3.70	SF		33000	122,100.00
CLASS II AGG. BASE		\$35.00	TON			-
CROSS GUTTER AND SPANDREL	D-5	\$17.00	SF		400	6,800.00
GEOTEXTLE FABRIC		\$1.00	SF			-
SEAL COAT/SLURRY SEAL		\$0.60	SF			-
CHIP SEAL		\$2.00	SF			-
SAW CUT	CONCRETE	\$4.00	LF	\$250		-
SAW CUT	HMA	\$2.17	LF	\$250	60	250.00
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	<u>_</u>				Subtotal	369,750.00

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ROAD EDGES: SEC. 4-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
DRIVEWAY APPROACH - CONCRETE	(B-2,3)	\$9.00	SF		220	1,980.0
DRIVEWAY APPROACH - HMA	(B-1)	\$5.50	SF			-
HANDICAP RAMP	C-5	\$13.00	SF		1200	15,600.0
CURB AND GUTTER	6" (C-2)	\$22.00	LF		2200	48,400.0
CURB ONLY	C-2A	\$16.00	LF		1600	25,600.0
HOT MIX ASPHALT DIKE	C-3	\$10.00	ĹF	\$800		-
SIDEWALK	C-4	\$10.00	SF		4400	44,000.0
GUARDRAIL		\$40.00	LF		0	-
STREET TREE WELL	M-5	\$700.00	EA			-
DECOMPOSED GRANITE WALKWAY		\$1.50	SF	\$625		-
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	····				Subtotal	- 135,580.0

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STORM DRAIN: SEC. 5-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CURB INLET	D-2	\$3,900	EA		4	15,600.00
RURAL INLET	D-2A,B	\$1,700	EA		0	-
CULVERT PIPE	15"	\$38.00	LF			-
CULVERT PIPE	18"	\$60.00	LF		250	15,000.00
CULVERT PIPE	24"	\$80.00	LF		105	8,400.00
CULVERT PIPE	30"	\$90.00	LF		100	9,000.00
CULVERT PIPE	36"	\$105.00	LF		0	-
CULVERT PIPE	48"	\$135.00	LF		0	-
CULVERT PIPE	60"	\$150.00	LF		0	-
HEADWALL (CALTRANS D89)	15"-36" PIPE	\$3,420.00	EA		0	-
HEADWALL -WING TYPE (D89)	18"-60"	\$4,800.00	EA		1	4,800.00
UNDERDRAIN (SIDEWALK)	D-4A, D-4B	\$1,500.00	EA			-
UNDERDRAIN (SIDEWALK)	PIPE D-4	\$500.00	EA			-
RIP-RAP DISSIPATER	0.25 TON, H-5	\$150.00	CY		0	-
RIP-RAP DISSIPATER	0.5 TON, H-5	\$160.00	CY			-
RIP-RAP DISSIPATER	1 TON, H-5	\$170.00	CY			-
RIP-RAP DISSIPATER	2 TON, H-5	\$180.00	CY			-
OVERSIDE DRAIN, (CALTRANS)	HMA	\$320.00	EA			-
CONCRETE V-DITCH (SLOPE)		\$40.00	LF			-
MANHOLE	D-3 8' DEPTH	\$4,500	EA		0	-
TIE TO EX. MANHOLE		\$2,000	EA		1	2,000.00
UNDERGROUND BASIN	STORMTECH	\$8.00	CF	\$500		-
CATCH BASIN	36"x36"	\$2,500	EA		0	-
						-
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					Subtotal	54,800.00

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page 5 of 13

Attachment 5 DOC #2023035769 Page 184 of 192

WATER SUPPLY: SEC. 6-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
WATER SERVICE AND METER BOX	W-4	\$1,700.00	EA		2	3,400.00
RAISE WATER METER		\$400.00	EA			-
WATER MAIN	6"	\$50.00	LF			-
WATER MAIN	8"	\$58.00	LF		500	29,000.00
WATER MAIN	10"	\$68.00	LF		400	27,200.00
WATER MAIN	12"	\$92.00	LF		1450	133,400.00
WATER MAIN	14"	\$106.00	LF		0	-
WATER MAIN	16"	\$120.00	LF		0	-
HOT TAP	6"	\$1,998.00	EA		0	-
HOT TAP	8"	\$2,238.00	EA		0	-
HOT TAP	10"	\$3,219.00	EA			-
GATE VALVE	4"	\$514.00	EA		0	-
GATE VALVE	6"	\$1,500.00	EA		0	-
GATE VALVE	8"	\$2,056.00	EA		16	32,896.00
FIRE HYDRANT	W-2	\$4,800.00	EA		2	9,600.00
RELOCATE FIRE HYDRANT		\$2,280.00	EA			-
BLOWOFF ASSEMBLY	W-5	\$2,000.00	EA		3	6,000.00
AIR RELIEF VALVE	W-6, 1"	\$1,550.00	EA			-
AIR RELIEF VALVE	W-6, 2"	\$2,370.00	EA		2	4,740.00
AIR RELIEF VALVE	W-6, 4"	\$5,285.00	EA		0	-
WATER SAMPLING STATION	W-7	\$1,250.00	EA			
THRUST BLOCKS	W-1, 6"	\$275.00	EA		0	-
THRUST BLOCKS	W-1, 8"	\$385.00	EA		2	770.00
THRUST BLOCKS	W-1, 10"	\$484.00	EA		5	2,420.00
THRUST BLOCKS	W-1, 12"	\$714.00	EA		2	1,428.00
STEEL WATER TANK	WELDED	\$1.50	PER GAL			-
STEEL WATER TANK	BOLTED	\$1.00	PER GAL			
RW BWV	12"	\$30,000.00	EA		0	-
RWBWV	10"	\$23,000.00	EA		0	-
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······					Subtotal	250,854.00

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WASTEWATER DISPOSAL: SEC. 7-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SEWER LATERAL, TIE IN	S-3	\$1,350.00	EA			-
SEWER LATERAL, TIE IN STEEP	S-3a	\$1,600.00	EA			-
SEWER CLEANOUT	S-2	\$1,500.00	EA			-
SEWER MAIN (BACKFILL TYPE)	6" NATIVE	\$35.00	LF			-
SEWER MAIN (BACKFILL TYPE)	8" NATIVE	\$50.00	LF		300	15,000.00
SEWER MAIN (BACKFILL TYPE)	6" IMPORT	\$40.00	LF		0	-
SEWER MAIN (BACKFILL TYPE)	8" IMPORT	\$60.00	ĹF			-
SEWER MAIN (BACKFILL TYPE)	12" IMPORT	\$75.00	LF			-
SLURRY BACKFILL		\$19.00	LF		0	-
MANHOLE	TYPICAL (S-1)	\$4,500.00	EA		3	13,500.00
MANHOLE	DROP (S-1A)	\$5,400.00	EA		0	-
TIE TO EXISTING MANHOLE		\$2,000.00	EA		0	
FORCE MAIN	4" OR LESS	\$40.00	LF		0	-
ADJUST MANHOLE COVER		\$535.00	EA		0	-
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					Subtotal	28,500.00

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UTILITIES: SEC. 8-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
JOINT TRENCH	P-4	\$40.00	LF			-
GAS TRENCH		\$24.00	LF			-
PIPE JACKING (BORING)	6" PIPE OR LESS	\$120.00	LF			-
SERVICE POLE	RELOCATE	\$1,000.00	EA			-
TELEPHONE POLE	RELOCATE	\$2,500.00	EA			-
ELECTRIC POLE	RELOCATE	\$6,000.00	EA		0	-
JUNCTION POLE	RELOCATE	\$9,000.00	EA		0 -	-
UNDERGROUND + JP	RELOCATE	\$15,000.00	EA		0	-
INSTALL SIDEWALK GUY		\$1,300.00	EA			-
STREET LIGHTS		\$5,000.00	EA		6	30,000.0
GUY ANCHOR ONLY	RELOCATE	\$1,800.00	EA		0	-
GUY POLE AND ANCHOR	RELOCATE	\$3,100.00	EA		0	-
4" PVC CONDUIT		\$7.50	LF		3200	24,000.0
CONDUIT PULL BOX 3'X3'X4'		\$2,750.00	EA		3	8,250.0
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				· · · · · · · · · · · · · · · · · · ·	Subtotal	62,250.

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				Attachment 5 DOC #2023035769 Page 187			
TRAFFIC CONTROL: SEC. 9-1	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL	
TRAFFIC STRIPING	THERMOPLASTIC	\$3.00	SF	BULK		-	
TRAFFIC STRIPING	PAINT	\$0.60	LF		0	-	
TRAFFIC STRIPING	THERMOPLASTIC	\$1.20	LF		1000	1,200.00	
REMOVE STRIPING		\$3.00	ĹF			-	
TRAFFIC MARKING		\$1.25	SF			-	
STOP + STREET NAME SIGNS	M-4	\$600.00	EA		2	1,200.00	
STREET NAME SIGN ONLY	M-4	\$300.00	EA			-	
BARRICADE	METAL (M-2)	\$1,300.00	EA			-	
BARRICADE	WOOD (M-2A)	\$80.00	LF		100	8,000.00	
MARKERS AND DELINEATORS		\$32.00	EA		0	-	
CONSTRUCTION AREA SIGNS		\$400.00	EA			-	
TRAFFIC CONTROL	% OF IMPV.	3%	EA		2800000	84,000.00	
		!			Subtotal	- 94,400.00	

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EROSION CONTROL: SEC. 1.1.2.J & APP.B TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
SAND OR GRAVEL BAG	\$3.00	EA		35	105.0
JUTE MAT	\$0.35	SF		0	-
STRAW MAT	\$0.28	SF		0	-
STRAW BALE BARRIER	\$5.24	LF			-
STRAW BALE INLET BARRIER	\$3.53	LF			-
SILT FENCE	\$2.81	LF		2200	6,182.0
FIBER ROLLS	\$1.96	LF			-
FIBER MAT	\$0.40	SF		- 0	-
HYDROSEED	\$0.33	SF		0	
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			1	Subtotal	6,287.

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MISCELLANEOUS	TYPE	UNIT COST	UNIT	MINIMUM	QUANTITY	TOTAL
CHAIN LINK FENCE	6' NEW	\$35.00	LF		0	-
OTHER FENCE			LF			-
GATE		\$721.00	ËA			-
ANDSCAPE AND IRRIGATION		\$2.00	SF	\$500	50000	100,000.00
MONUMENT WELLS	M-1, M-1A	\$700.00	EA			-
RETAINING WALLS	CMU/POURED	\$38.00	SF	(FACE WALL)	0	-
RETAINING WALLS	GRAVITY	\$28.00	SF	(FACE WALL)	0	-
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					Subtotal	100000.00

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Surface Water & RW Sewer Storm Drain

 $0.1409396 \quad 0.15613383 \quad 0.07407407 \quad 0.08510638$

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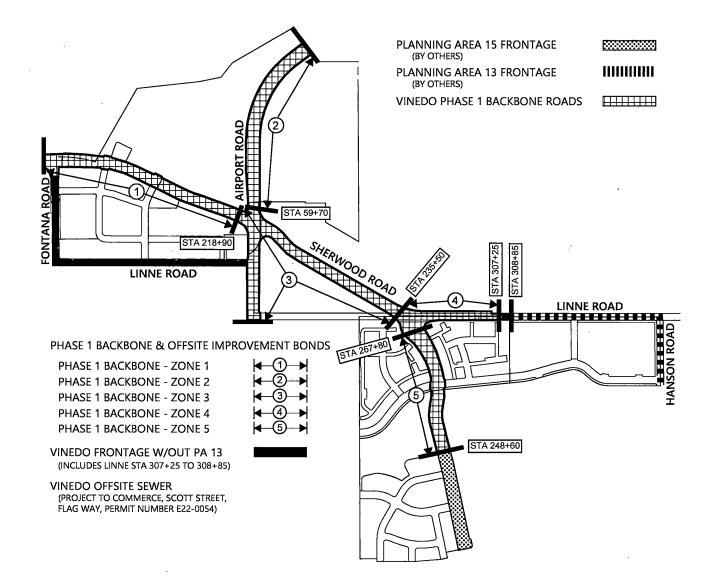


EXHIBIT C MAP OF IMPROVEMENT ZONES

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EXHIBIT C MAP OF IMPROVEMENT ZONES



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