

CITY OF MANTECA
IMPROVEMENT AGREEMENT

***** REFERENCE DATA *****

NAME OF DEVELOPMENT	AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS
DEVELOPER(S) INFORMATION:	ROBINSON OIL CORPORATION ATTN: MARK SALMA, DIRECTOR OF REAL ESTATE DEVELOPMENT 955 MARTIN AVENUE SANTA CLARA, CA 95050
CITY COUNCIL RESOLUTION OF APPROVAL NO.	2021-130 (" <u>Resolution of Approval</u> " herein)
IMPROVEMENTS:	See Schedule A
ESTIMATED TOTAL COST OF IMPROVEMENTS: (based on Engineer's Cost Estimate in Schedule A)	\$ 939,390.00
Faithful Performance Pledge of Security = 100% Total Improvements:	\$ 939,390.00
Labor & Materials Pledge of Security = 50% Total Improvements:	\$ 469,695.00
Monumentation Pledge of Security	\$ 0
FORM OF IMPROVEMENT SECURITY:	<input checked="" type="checkbox"/> Corporate surety bonds <input type="checkbox"/> Deposit of money or negotiable bonds <input type="checkbox"/> Other: _____
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	<u>Ascot Insurance Company</u> <u>Name of Corporate Entity</u> <u>500 West Madison Street</u> <u>Street Address</u> <u>Chicago, IL 60661</u> <u>City, State, Zip</u>
SURETY BOND OR ACCT NO(S). (if applicable):	<u>SURU2210000502</u>
EFFECTIVE DATE OF AGREEMENT:	<u>(to be inserted by City)</u>
COMPLETION PERIOD:	<u>ONE (1) YEAR OR LONGER</u> <u>AS DETERMINED BY CITY ENGINEER</u>

THIS IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Manteca, a municipal corporation (the "City"), and the Developer whose name and address is set forth above in the Reference Data.

RECITALS

- A) Developer has presented to the City for approval a proposed development.
- B) The City's Municipal Code requires, as a condition precedent to the approval of the building permit or Final Map, as applicable, that the Developer either (i) complete, in compliance with City standards, certain improvements; or (ii) enter into a secured agreement with the City to complete the improvements within a period of time specified by the City.
- C) The City Engineer has determined that construction of the Improvements, as defined in Section 1, within the time provided by this Agreement is necessary to promote the public health and safety and is a prerequisite to the orderly development of the surrounding area.

NOW, THEREFORE, in order to fulfill the conditions of the Municipal Code, Developer and City agree as follows:

1) DEVELOPER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

- A) Developer shall, at its sole expense, and in compliance with the provisions of the Municipal Code, Conditions of Approval, the Improvement Plans, and all applicable City standards, and in a good and workmanlike fashion, cause to furnish, complete, construct, install and guarantee (as set forth in Section 3) the improvements, grading, landscaping, and monumentation generally described in Schedule A attached hereto and incorporated herein by reference (collectively, the "Improvements") for the benefit of the City.
- B) To the extent necessary to construct the Improvements, as determined by the City Engineer, the Developer shall acquire and dedicate, or pay the cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. The Developer's obligations with regard to the acquisition by City of off-site rights-of-way, easements and other interests in real property, if any, shall be subject to a separate agreement between Developer and City.
- C) Subject to any time extensions granted in accordance with Section 4, Developer shall cause the completion of all Improvements within the "Completion Period" specified in the Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly development of the surrounding area, the City Engineer shall give Developer not less than fifteen (15) days' prior written notice to commence or accelerate installation and construction of the Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Developer, the time within which the work will commence, and the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portion of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Developer objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Developer may appeal the decision of the City Engineer to the City

Council whose decision shall be final. Any such appeal shall be filed with the City Clerk within ten (10) days after receipt by Developer of the written notice from the City Engineer.

- D) If the Improvements to be constructed by Developer include monumentation, such monumentation shall be installed prior to the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "**monumentation**" shall mean the setting of survey monuments and tie points and the delivery to the City Engineer of tie notes for said points.
- E) Developer shall, at its sole expense, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Any such replacement or repair shall be subject to the approval of the City Engineer.
- F) Until any category of Improvements is accepted by the City, Developer shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.
- G) Developer shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.
- H) Not less than fifteen (15) days prior to commencement of work on the Improvements, Developer shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.
- I) Developer may receive credits and/or reimbursements for Public Facilities Implementation Plan improvements as specified in Schedule B attached hereto and incorporated herein by reference (the "**Public Facilities Implementation Plan Improvements**").
- J) Developer is required to participate in the Amended Roberts Estates Storm Drain Area of Benefit, as established by City Council Resolution No. R2005-529, December 5, 2005, by paying appropriate fee prior to partial acceptance of the Improvements, or final acceptance if no partial acceptance is requested.
- K) Developer acknowledges City of Manteca Standard Drawing ST-1, which has been approved by the City of Manteca City Council. This standard sets forth that prior to issuance of the first building permit, Developer shall install drive aisles within the development in accordance with the "all weather road" standard, which is detailed in the same City Standard. Exceptions to the Standard Drawing ST-1 requirements need to be discussed and accepted by the City of Manteca Fire Marshall.

2) INSPECTION OF WORK AND FINAL ACCEPTANCE

- A) Developer shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.
- B) Upon completion of the work on all or any category of the Improvements, the Developer may request, a final inspection by the City Engineer. Within ten (10) business days of any inspection of the Improvements, the City Engineer shall provide written notice to Developer of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall certify to the City Council the completion of such Improvements. If the Improvements that are completed are to be dedicated to or owned by the City, the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, Developer's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Developer shall bear all costs of inspection and certification for completeness in accordance with City's formally adopted fees and rates.
- C) Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation within thirty (30) days following certification by the City Engineer that such Improvements have been completed. Acceptance by the City Council or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the Improvements.
- D) Developer shall reimburse City for all costs of City in connection with the Improvement plan check, inspection and testing by the City Engineer of the Improvements to be furnished, constructed and installed by Developer. Developer shall advance a plan check, inspection and testing fee in the amount resulting from the "Engineering Fee Schedule".
- E) Developer shall provide to City "As Built" plans (one pdf file and AutoCAD file(s) of the utilities, roadway and property lines) prepared and certified by a Registered Civil Engineer prior to acceptance by the City of the Improvements.

3) GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

- A) If, within a period of one year following acceptance by the City Council of the last of the Improvements, any Improvements or part of any Improvements furnished, installed or constructed by the Developer including all landscape improvements, or any of the work performed under this Agreement, is determined to be defective or otherwise fails to comply with any requirements of this Agreement or the Improvement Plans and related specifications, the Developer shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.

- B) Should the Developer fail or refuse to act promptly in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Developer can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Developer's improvement security to reimburse itself for the costs incurred. If the Developer's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Developer shall reimburse the City for any excess costs incurred.
- C) The security furnished for the faithful performance of the Developer's obligation to construct and install the Improvements described herein shall include Developer's liability hereunder for the one-year guarantee and warranty of the Improvements in accordance with the terms of a Maintenance Bond to be delivered to the City by Developer, which shall be in substantially the form Attached hereto as Schedule C attached hereto and incorporated herein by reference (the "**Maintenance Bond**").

4) TIME EXTENSIONS

- A) Upon a showing by the Developer of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended, in writing, by the City Engineer. As used herein, "**good cause**" may include, without limitation, delay resulting from an act of the City; acts of God or force majeure; strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance; and/or actions or failure to act of native American monitor(s); and, the order of any court or the City of Manteca.
- B) A time extension may be granted without notice to any surety or sureties of the Developer and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.
- C) As a condition of any time extension provided for herein, the City Engineer may require the Developer to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.
- D) The City Engineer may unilaterally extend the time for Developer's performance.

5) IMPROVEMENT SECURITY

- A) Unless different security amounts are specifically established by the City Engineer, prior to the City's execution of this Agreement, Developer shall provide as security to the City:
 - i) **For Performance and Guarantee:** Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, including Grading and Monumentation, as set forth above in the Reference Data. With this security, the form of which shall be subject to the City Attorney's prior approval, the Developer assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the last of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof. The Developer shall be subject to the provision that the City Engineer may at any time waive, reduce, or increase the amount of such

security if the City Engineer determines that the amount of the security is adequate or determines that a lesser or greater increase in the amount of the security is necessary for the protection of the City. In such event, the Developer shall provide the additional security within ten (10) days after receiving demand therefor.

- ii) For Payment: Security in an amount equal to fifty percent (50%) of the Estimated Total Cost of the Improvements, excluding Grading and Monumentation, as set forth above in the Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA. With this security, the form of which shall be subject to the City Attorney's prior approval, the Developer guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Developer. If monumentation is involved, this improvement security shall also guarantee to the Developer's engineer or surveyor payment of the Estimated Total Cost of setting monuments. The Developer shall be subject to the provision that the City Engineer may at any time waive, reduce, or increase the amount of such security if the City Engineer determines that the amount of the security is adequate or determines that a lesser or greater increase in the amount of the security is necessary for the protection of the City. In such event, the Developer shall provide the additional security within ten (10) days after receiving demand therefor.
- B) If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, the Developer shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.
- C) Improvement security consisting of corporate surety bonds in substantially the form attached hereto as Schedule D attached hereto and incorporated herein by reference (the "**Form of Security**") or as otherwise accepted by the City Attorney, and shall be submitted to the City Engineer and then kept on file with the City Engineer. If a corporate surety bond is replaced by another approved bond or form of security, the replacement shall be submitted to the City Engineer and, upon filing with the City Engineer, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Engineer of a replacement bond or other approved form of security, the former improvement security shall be released.
- D) The security furnished for the faithful performance of the Developer's obligation to construct and install the Improvements described herein shall include the Developer's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements, and accordingly, shall not be fully released until after the City Engineer's determination that the Improvements are not defective following the completion of the one-year warranty period.
- E) Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Developer pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Developer shall furnish additional improvement security for performance and guarantee, and for

payment, as required by subparagraph "A" above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

- F) Subject to any time extensions granted in accordance with Section 4 herein, the Developer shall be in default if the Developer has not completed all Improvements within the Completion Period and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.
- G) Alternatively, in the event of a default by the Developer pursuant to Section 10, and after written notice to Developer and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6) REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

- A) All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by individual property owners, private community association, or homeowners' association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City Council, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. All private Improvements (Improvements that are to be owned by individual property owners, private community association, or homeowners' association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete by the City Engineer.
- B) Partial releases or reductions in the Developer's improvement security may be authorized prior to the City's acceptance of all Improvements required hereunder, as provided in this Section 6.
- C) Upon acceptance of all or any specified category of the Improvements or all improvements within a specified geographical area of the project by the City Council, and upon written request of the Developer, the improvement security may be reduced or released as follows:
 - i) Security for Performance and Guarantee: Unless Developer submits new or additional security, such as a maintenance bond, in an amount equal to ten percent (10%) of the Estimated Total Cost of the Improvements, the security for performance and guarantee shall not be reduced or released in an amount greater than ninety percent (90%) of the aggregate principal amount thereof prior to the expiration of the one-year guarantee and warranty period specified in Section 3.A., nor until any claims filed during the one-year warranty period have been settled.
 - ii) Security for Payment: Security furnished to secure payment to contractors, subcontractors, and to persons providing labor, materials or equipment shall, six (6) months after acceptance of all of the Improvements, be reduced to an amount equal to the total amount claimed by all claimants for whom liens have been filed and of which notice has been given to the City, 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 settlement or release of all claims and obligations for which the security was given.

- D) If Developer's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have two (2) months after Developer provides notice of its performance of the obligation to register the agency's satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Developer's performance of the obligation was done to its satisfaction.

7) INDEMNIFICATION OF CITY BY DEVELOPER

- A) Neither the City, nor its officers, agents, employees nor volunteers, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation, or assembly, or, prior to the acceptance of the Improvements by the City, improper maintenance, including, without limitation, the use of defective methods, materials and workmanship of the Improvements by Developer, its officers, employees and agents (collectively, "**Developer's Faults**"). Developer (or (as ultimately agreed upon by the City in writing), Developer's agent/contractor/affiliate/consultant, following an assignment, if necessary) shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including reasonable attorneys' fees, arising directly or indirectly out of or attributable to Developer's Faults performance under this Agreement, except for the gross negligence and/or willful misconduct of the City. The foregoing contractual indemnity obligation on the part of Developer shall expire and be of no further force or effect upon expiration of the one year warranty period described herein.
- B) Developer's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the project or the Improvements, or whether Developer has insurance or other indemnification covering any of these matters.
- C) Developer's obligation to indemnify, hold harmless and defend the City shall extend to injuries to persons and damages to or alleged taking of property resulting from the Developer's Faults, and the design or construction of the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Developer's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility, risk and/or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Improvements constructed or installed pursuant to the approved Improvement Plans, regardless of any act or omission by the City in approving the Improvement Plans, unless the particular Improvement design was required by the City over the written objection of the Developer, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "**City Directive**"). After City's acceptance of the Improvements, the Developer shall remain obligated to correct or eliminate all dangerous conditions created by defects in design or construction; provided, however, that Developer shall not be responsible for routine maintenance. Developer's obligations hereunder shall remain in effect for ten (10)

years following acceptance of the Improvements by the City Council. Developer acknowledges and agrees that Developer shall be responsible and liable for the Developer's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Developer's improvement security shall not be required to secure the Developer's obligations under this subparagraph C beyond the one-year guarantee and warranty period.

- D) Developer shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "**City and City Personnel**") in accordance with the indemnity provided above, in any such suit, action, or other legal proceeding.
- E) Developer's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.
- F) Developer, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel in accordance with the indemnity provided above.
- G) It is acknowledged that Developer has applied, or may apply, to the California Statewide Communities Development Authority ("**CSCDA**") pursuant to the Statewide Community Infrastructure Program ("**SCIP**") (or other similar programs) for CSCDA's formation of one or more assessment districts or community facilities districts and issuance of bonds to finance some or all of the Improvements. To the extent that pursuant to the agreement between CSCDA and the City (which may be in the form of an agreement or incorporated in a City Council resolution), the City will indemnify or hold harmless CSCDA, its members and/or other local agencies and/or their respective officers, agents and employees (collectively, the "**Indemnified CSCDA Parties**") for any loss, claim, cost, expense, liability, damage action, cause of action or judgement arising directly or indirectly from the design, engineering, construction, functionality, installation, assembly or maintenance of the Improvements, the Developer shall assume all of the City's responsibility for the indemnification and hold harmless of the Indemnified CSCDA Parties (with the exception of any loss, claim, cost, expense, liability, damage action, cause of action or judgement resulting from the City's sole negligence, active negligence or willful misconduct).

8) INSURANCE. Developer shall have insurance as follows:

- A) General Liability: Developer shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General liability insurance, with limits in the minimum aggregate amount of Five Million Dollars (\$5,000,000.00) (which insurance policy(ies) may be issued in the form of primary Commercial General Liability coverage with additional Excess Liability coverage) for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts or omissions of Developer, its officers, employees, agents and independent contractors including products/completed operations coverage by a separate written endorsement at least as broad as a CG 20 37 or a CG 20 38. If such insurance contains a general aggregate limit, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.
- B) Automobile Liability (including owned, non-owned, and hired autos): Developer shall at all times during the Term of this Agreement also carry, maintain, and keep in full force and effect a policy or policies of commercial automobile liability insurance with a combined single limit of One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage, which will cover the drivers and automobiles used to perform Services pursuant to this Agreement. Such insurance shall include coverage for owned, non-owned, and hired automobiles.
- C) Workers' Compensation. Developer shall, to the extent required by state law, provide Workers' Compensation Insurance, including employer's liability coverage, for the protection of Developer's employees, in the amount required by law. Developer shall file a certificate of insurance which evidences that Developer is in compliance with said Workers' Compensation Insurance requirement. Developer shall require all subcontractors similarly to provide such Workers' Compensation Insurance and certificates of insurance for their respective employees.
- D) Developer agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement for default by Developer, or, if insurance is available at reasonable cost, City may take out the necessary insurance and pay, at Developer expense, the premium thereon.
- E) The general liability policy shall be endorsed to state that City, its officers, officials, employees, agents, representatives and volunteers shall be covered as additional insureds with respect to the work or operations performed by or on behalf of Developer, including materials, parts or equipment furnished in connection with such work. The automobile liability policy shall be endorsed to state that City and City Personnel shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any automobile owned, leased, hired or borrowed by Developer or for which Developer is responsible.
- F) The insurance provided by Developer shall be primary to any coverage available to City and shall provide that any insurance or self-insurance maintained by City or City Personnel shall be in excess of Developer's insurance and shall not contribute with it.
- G) The insurance provided by Developer shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

- H) The policy or policies required herein shall be issued by an insurer admitted in the State of California with a rating of no less than A-, VII unless otherwise approved by the City.
- I) The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement.
- J) Deductibles. Any deductibles or self-insured retentions (SIRs) must be declared to and approved by City prior to the execution of this Agreement by City. At the option of City, either the insurer shall reduce or eliminate the deductibles or self-insured retentions as respects City, or Developer shall procure a bond guaranteeing payment of losses and expenses. The commercial general liability and any excess/umbrella policies shall be endorsed to allow the City to satisfy any SIRs if the Named Insured is unable or unwilling to pay the SIRs.
- K) Notice of Policy Changes. Each such insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, certified, or by personal delivery. In addition to such notice provided to City by the insurer, Developer shall also provide City with thirty (30) days prior written notice, by certified mail return receipt requested, of the suspension, voiding, cancellation, reduction in coverage or in limits, non-renewal, or material change for any reason, of any such insurance policy or policies.
- L) Evidence of Coverage. Prior to commencement of work, and at all times during the term of this Agreement, Developer shall maintain on file with the City Clerk a certificate or certificates of insurance in substantially the form attached hereto as Schedule E attached hereto and incorporated herein by reference (the "**Form of Certificate of Insurance**") and/or other form reasonably acceptable to the City Attorney, showing that the aforesaid policies are in effect in the required amounts, the additional insureds are named therein, and the policies cannot be canceled, reduced or otherwise modified except on thirty (30) days written notice by the insurance carrier to the City. The duplicate originals and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates shall also specifically state that the coverage contained in those policies affords insurance in compliance with the terms and conditions as set forth in this Agreement. The procuring of such insurance or the delivery of duplicate originals and endorsements evidencing the same shall not be construed as a limitation on Developer's obligation to indemnify City and City Personnel.
- M) Nothing contained herein shall be construed as limiting in any way Developer obligations of indemnification under Section 7 or any other extent to which Developer may be held responsible for payment of damages to persons or property resulting from its operations, including operations and work performed or materials supplied by or on behalf of Developer, any subcontractors or by anyone directly or indirectly employed by any of them.

9) OWNERSHIP OF THE IMPROVEMENTS

- A) Ownership of all or any category of the Improvements constructed and installed by the Developer pursuant to this Agreement shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City Council (or other specified governmental agency) and recordation of a Notice of Completion.
- B) The Developer shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps necessary to protect the public from such dangerous or defective conditions. The Developer agrees and understands that until acceptance of the Improvements by the City, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Developer, and the Developer may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10) DEFAULT AND BREACH BY THE DEVELOPER AND REMEDIES OF THE CITY

- A) Upon the occurrence of any of the following events, the Developer shall be deemed to be in default under this Agreement.
 - i) Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements by the completion date set forth above in the Reference Data.
 - ii) Failure to promptly correct or cure any defect in the Improvements or any of them during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;
 - iii) Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Developer's receipt of written notice thereof from the City;
 - iv) Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;
 - v) Commencement of a foreclosure action against the Property or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Developer of written notice thereof from the City; or
 - vi) Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.
- B) City reserves to itself all remedies available to it at law or in equity for any breach of Developer's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies after written notice to Developer and a reasonable

opportunity for Developer to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Developer's default.

- C) The City may serve written notice of any alleged default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within seven (7) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within five (5) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Developer and its surety.
- D) Developer acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Developer's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Developer shall reimburse the City in the amount of such excess damages.
- E) City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary for the performance of the work. Developer hereby consents to entry by the City and its representatives, including contractors, upon any real property owned by Developer or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Developer's default.
- F) Developer acknowledges and agrees that City has conferred substantial rights upon the Developer. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Developer's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Developer.
- G) The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Developer.
- H) If City sues to compel Developer's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, Developer agrees to pay all attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Developer subsequently resumes and completes the work.

11) RELATIONSHIP OF THE PARTIES

- A) Neither Developer, nor any of Developer's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Developer's obligations under this Agreement.

12) ASSIGNMENT

- A) Developer shall not assign this Agreement, or any portion thereof, without the prior written consent of the City. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect; provided, however, that Developer may engage one or more licensed contractors to perform some or all of Developer's obligations under this Agreement.
- B) For purposes of assignment under this Agreement, "prior written consent" means:
- i) For fee credits: An amendment to this Agreement, approved and signed by the City Manager, that only assigns fee credits to a builder.
 - ii) For all other assignments, including those in addition to fee credits: An amendment to this Agreement, approved and signed by the City Council or its designee.
- C) The sale or other disposition of the Developer's Property shall not relieve Developer of its obligations hereunder. If Developer intends to sell the Property, or any portion thereof, to any other person or entity, the Developer may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, the Developer may request a release or reduction of the improvement security furnished pursuant to this Agreement.

13) NOTICES

- A) All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:

City Engineer
City of Manteca
1001 W. Center Street
Manteca, CA 95337

If to the Developer:

To the address set forth in the
Reference Data, or to such other address as
may subsequently be designated in written
notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

14) ENTIRE AGREEMENT

- A) This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

15) BINDING ON SUCCESSORS

- A) The provisions of this Agreement shall be binding upon, and shall have full force and effect as to, any and all successors in interest, heirs, and assigns of Developer.

16) SEVERABILITY

- A) The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17) INCORPORATION OF REFERENCE DATA AND RECITALS

- A) The Reference Data, the Recitals, Schedule A and Schedule B are incorporated into, and made a part of, this Agreement.

18) PRECEDENCE

- A) In case of conflict between documents attached to, related to, and/or referenced in this Agreement, this Agreement and any City-authored/provided materials shall take precedence (i.e., Schedule B) over Developer's materials/attachments (i.e., Schedule A). Schedules C, D, and E, were prepared by neither the City nor the Developer.

19) GOVERNING LAW AND VENUE

- A) This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be any competent court in the County of San Joaquin, California.

20) EFFECTIVE DATE OF THE AGREEMENT

- A) This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Developer shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Developer.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

"DEVELOPER"

ROBINSON OIL CORPORATION,
a California corporation

By: 
(Signature of authorized officer)

STEPHEN F. WHITE
(Type or print name of authorized officer)

VP, CFO
(Title of authorized officer)

9/17/24
Date

"CITY"

CITY OF MANTECA
a Municipal Corporation

Toni Lundgren, City Manager

Approved as to form

ATTEST

Daniella Green
Assistant City Attorney

_____(SEAL)
Cassandra Candini-Tilton
Director of Legislative Services

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.

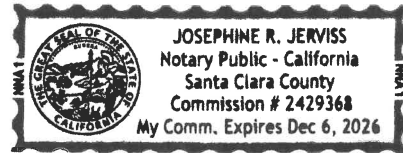
State of California
County of Santa Clara)

On September 17, 2024 before me, Josephine R. Jerviss
(insert name and title of the officer)

personally appeared Stephen White,
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 Josephine R. Jerviss (Seal)

City of Manteca
Improvement Agreement.

Schedule of Attachments:

Schedule A: The Improvements

Schedule B: The Public Facilities Implementation Plan Improvements

Schedule C: The Maintenance Bond

Schedule D: The Form of Security

Schedule E: The Form of Certificate of Insurance

**SCHEDULE A
The Improvements**

1) IMPROVEMENTS

- A) STREET, ADA CURB RAMPS, CURB AND GUTTER, TRAFFIC SIGNALS, STREETLIGHTS, STREET SIGNS, AND OTHER RELATED WORKS shall be constructed or installed in accordance with those improvement plans designated as AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS by MANNIK SMITH GROUP and signed by the City Engineer on January 18, 2024, (herein referred to as the "**Improvement Plans**"). Should the Improvement Plans omit an improvement required by the project's entitlement Conditions of Approval, the Developer is required to make that improvement as part of the project.

2) DEVELOPER'S OBLIGATION WITH RESPECT TO CERTAIN IMPROVEMENTS


- A) POWER POLES AND UTILITY POLES: Developer agrees that the power poles and telephone poles described in the Improvement Plans (if any), wherever said poles are located beyond curb and gutter boundary lines (if any), shall be moved prior to the construction of curbs and gutters to a location mutually agreeable to Developer and City.
- B) UNDERGROUND UTILITY LINES: Developer agrees that construction of the Improvements shall not be deemed completed until such time as all underground utility lines in the street section have been installed and tested.

NOTE: IF CORPORATE SURETY BONDS ARE TO BE UTILIZED, A SINGLE FAITHFUL PERFORMANCE BOND AND A SINGLE PAYMENT BOND (LABOR AND MATERIALS BOND) MUST BE SUBMITTED FOR ALL OF THE REQUIRED CATEGORIES OF IMPROVEMENTS.

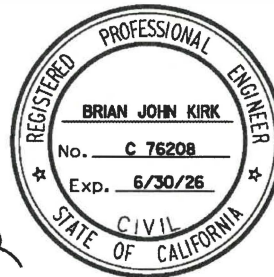
SCHEDULE A

Engineer's Cost Estimate

9/17/2024

AIRPORT & WAWONA INTERSECTION LANE WIDENING & PAVEMENT STRIPING OPINION OF PROBABLE COST <small>The quantities shown herein are the Engineer's conceptual determination of the work to be performed based on prior projects of similar size and scope and do not reflect a quantity takeoff from construction drawings.</small>					
CalTrans Item No.	Description	Quantity	Unit	Unit Cost	Extension
Lane Widening & Pavement Striping					
	Mobilization	1	LS	\$ 69,875.00	\$ 69,875.00
	Traffic Control	1	LS	\$ 58,750.00	\$ 58,750.00
	Clear and Grub	1	LS	\$ 41,975.00	\$ 41,975.00
	Roadway Excavation	1	LS	\$ 28,350.00	\$ 28,350.00
	Fine Grade - Curb Ramp and Driveway	1	LS	\$ 8,750.00	\$ 8,750.00
	Class 2 AB Roadway	3,150	SF	\$ 8.00	\$ 25,200.00
	Class 2 AB Curb Ramp and Driveway	450	SF	\$ 22.00	\$ 9,900.00
	6" AC Paving	3,150	SF	\$ 11.50	\$ 36,225.00
	Concrete- Curb Ramps and Driveway	450	SF	\$ 65.00	\$ 29,250.00
	Traffic Signal System	1	LS	\$ 569,765.00	\$ 569,765.00
	Signing and Striping	1	LS	\$ 61,350.00	\$ 61,350.00
Summary Total					\$ 939,390.00

Assumptions: Full depth replacement of existing pavement in widening area.
 Does not include acquisition cost of additional right-of-way or easements.
 Does not include costs for existing utility relocation.
 Does not include costs for design, agency approval, or permitting.



AIRPORT WAY: FROM A POINT 500'± SOUTH OF WAWONA TO A POINT 300'± NORTH OF WAWONA
WAWONA STREET: FROM TO A POINT 55'± WEST OF AIRPORT TO A POINT 170'± EAST OF AIRPORT

1	GENERAL NOTES & DRAWINGS	1
2	USING CONDITIONS	2
3	PROPOSED ROBOT LAYOUT	3
4	PAVEMENT MARKING & SIGNING PLAN	4
5	TRAFFIC SIGNAL PLANS	5
6	TRAFFIC SIGNAL DETAILS	6
7	GRAB RAMP DRIVING DETAILS	7
8	CURB RAMP DRIVING DETAILS	8
9	ALTERNATE PROPOSED ROBOT LAYOUT	9
10	ALTERNATE PAVEMENT MARKING & SIGNING PLAN	10
11	ALTERNATE TRAFFIC SIGNAL PLANS	11
12	ALTERNATE TRAFFIC SIGNAL DETAILS	12

DESIGN CONSULTANT

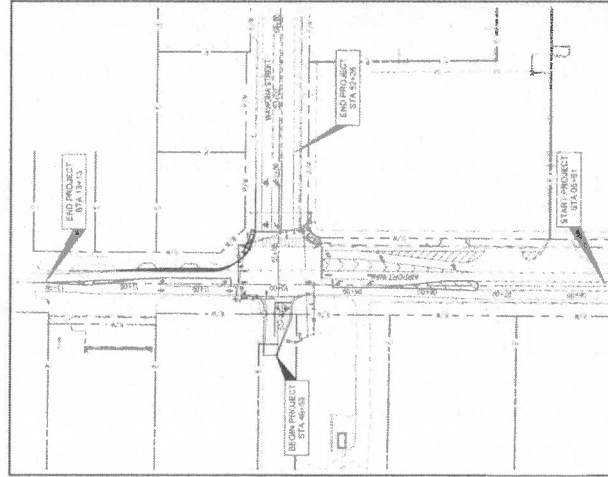
THE MARSHALL & SMITH GROUP, INC.
11965 DUBLIN ROAD, SUITE 100
COLUMBUS, OHIO 43215
PROJECT: MICH. RYLE J. WRENTHAMORE, P.E.
PHONE: (614) 441-4222
FAX: (614) 441-4222

THE ABOVE INFORMATION IS NOT TO BE RELEASED TO ANY OTHER AGENCY OR INDIVIDUAL WITHOUT THE WRITTEN AUTHORIZATION OF THE FBI. THIS INFORMATION IS TO BE USED ONLY FOR THE PURPOSES OF THE ABOVE CASE.

D	Survey Control Points		Elevation	Description
	Northing(ft)	Easting(ft)		
Blow106	2111025.469	6314161.285	29.327	See below
CP1104	2110333.653	6314436.809	29.865	Cul. "x" in concrete
CP1107	2110997.738	6314427.874	29.135	Cul. "y" in concrete

ALL BEHAVIORS AND ESTIMATIONS SHOWN HEREON ARE BASED ON THE (NCV020) NORTH AMERICAN VERTICAL GROUND LOSS SURVEY DATA

THE GRASS OF BELMONT FOR THIS SURVEY IS THE LINE BETWEEN CITY OF MONTICELLO AND MONTELEONE NO. 27 & 218 WITH A BEARING OF N 07°19' E AS CALCULATED FROM COORDINATES SHOWN ON BOOK 53 OF SURVEYS AT PAGE 131. S.W.C.R. WAS USED AS A BASIS FOR ALL READINGS SHOWN IN THESE PLANS.



INDEX MAP

UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT				UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF PRISONS SAN FRANCISCO, CALIF.			
ES-1A	ES-4C	ES-8B	ES-8B	F-5	19	84	
ES-1B	ES-4D	ES-11A	ES-11A	F-3	21	86	
ES-1C	ES-5C	A2D6	A2D6	F-4	29		
ES-2A	ES-7A	A2D8	A2D8				
ES-2C	ES-7B	A2D0	A2D0				
ES-2D	ES-7T	A2A4	A2A4				
ES-3A	ES-7S	A2A8	A2A8				
ES-3C	ES-7H	A2A0	A2A0				
ES-3E	ES-7M	A2A7	A2A7				
ES-3F	ES-7N	A2B9	A2B9				
ES-3G	ES-7P	A2B6	A2B6				
ES-4B	ES-8A	70-26	70-26				

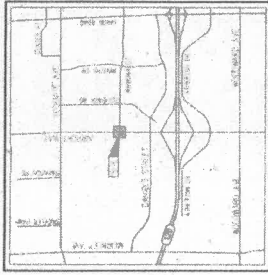


ENGINEER OF RECORD



CONTACT: BRIAN KORN, PE
ADDRESS: 1180 SUEBEN ROAD, SUITE 100
COLUMBIA, OH 43215
PHONE: (614) 446-4223
E-MAIL: BRYAN@KORN-SYSTEMS.COM


 1/10/2024
 REGISTERED PROFESSIONAL ENGINEER 2435

VICINITY MAP
MAP TO SCAR

THE CITY OF MANITOWA, CA STANDARDS SPECIFICATIONS (SECTION 11) INCLUDING ALL REVISIONS AND SUPPLEMENTS IN EFFECT AT THE TIME OF SIGNATURE BY THE DIRECTOR OF PUBLIC WORKS, SHALL GOVERN ALL CONSTRUCTION ITEMS THAT ARE A PART OF THE PLANS EMPLOYED HEREON.

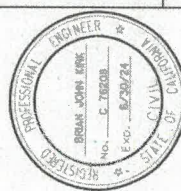
CITY OF MANTECA DEPARTMENT OF ENGINEERING


22:57 11/18/24
CITY ENGINEER DATE

22:57 11/18/24
CITY ENGINEER DATE



Centerline Points		
Station	Northing(ft)	Easting(ft) Description
6+00.00	2110637.799	6344311.377 Airport Way POT (no mon.)
13+00.00	2111337.785	6344315.731 Airport Way POT (no mon.)
50+00.00	2111037.981	6344265.391 Wawona St POT (no mon.)
53+00.00	2111038.470	6344563.387 Wawona St POT (no mon.)





TRAFFIC SIGNAL SIGNS

AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS

8
14

PROFESSIONAL ENGINEER
BRYAN JOHN KIRK
No. C 76200
Exp. 6/30/24
REGISTERED CIVIL ENGINEER
1/10/2024

CD
Airport Way
6-1 TREE CALIFORNIA SIGN
SPECIFICATION 67-1

BF
Wawona St
6-1 TREE CALIFORNIA SIGN
SPECIFICATION 67-1

NO U TURN
RTE-20A

LEFT TURN
YIELD
ON GREEN
RTE-12

NO U TURN
RTE-3

ROADSIDE SIGN PANEL QUANTITIES

SIGN CODE	SIGN SIZE L x W	SIGN TYPE		SHEETING COLOR	REFLECTIVE ASTM TYPE	REFLECTIVE COLOR	REFLECTIVE TYPE	PROJECTING MATERIAL PREPARATION		TOTAL AREA (SF)		DESCRIPTION (REMARKS)
		PLATE	POST					UNREFLECTED	REFLECTED			
13-1	4' x 8'	18	18	WHITE	6/-	6.00	0.05	30.00	0.05	0.05	0.05	STREET NAME
13-2	4' x 8'	18	18	RED/BLACK	6/-	6.00	0.05	30.00	0.05	0.05	0.05	NO PEDESTRIAN CROSSING
13-3	4' x 8'	18	18	GREEN/BLACK	6/-	6.00	0.05	30.00	0.05	0.05	0.05	LEFT TURN YIELD ON GREEN
13-4	4' x 8'	18	18	BLACK	6/-	6.00	0.05	30.00	0.05	0.05	0.05	NO U TURN
13-5	4' x 8'	18	18	RED/WHITE/BLACK	6/-	6.00	0.05	30.00	0.05	0.05	0.05	ADVANCED WARNING CONTROL
13-6	4' x 8'	18	18	YELLOW/BLACK	6/-	6.00	0.05	30.00	0.05	0.05	0.05	OBJECT WARNING RIGHT

ALL SIGNS SHALL CONFORM TO THE CALIFORNIA HIGHWAY PATROL STANDARD SIGNS AND MARKINGS AND THE CALIFORNIA SIGN SPECIFICATION DRAWINGS AND ON THESE STANDARD PLANS SHEET 303 AND 304





ROWS	CIRCUIT	RUN									
		1	2	3	4	5	6	7	8	9	10
A6	Q1 SIGNAL	3	5	5	5						
	Q2 SIGNAL	6	3				3	3			
	Q3 SIGNAL										
	Q4 SIGNAL	6	3	5	5	3				3	
	Q5 SIGNAL	3					3	3	3	3	
	Q6 SIGNAL	6	3	3	3			3	3	3	
	Q7 SIGNAL										
	Q8 SIGNAL	6		3	5	3		3			
	Q9 PEB	4	2				2				
	AMS (B 29)	2	1					3			
B6	POS - NEUTRAL	2	1								
	POS	3								3	
	SWAPS	15	5	6	3	2	6	3	1	3	
	SIGNAL COMMON	7	1	1	2	1	1	1	1	1	
	TOTAL	57	14	19	10	10	28	10	13	10	
	LUMINANCE		2	2	2	2	2	2	2	2	
	CHROMA		1	1	1	1	1	1	1	1	
	RGB TOTAL CABLE	4					2	1	1	1	
	156 CABLE	4	1	1	1	1	2	1	1	1	
	CHASSIS SIZE	24.5	5	3	5	5	3	3	3	3	
INTERNAL FILL	11	4	3	5	5	12	3	3	3		

LOCATION	STANDARD TIME	WAST	ASST	UNIT	QTY	WTS. SMALLS	WTS. SEC.	WTS. MED.	WTS. SOCIAL	WTS. ARSON	WTS. LUMBER	WTS. METAL	NOTES
A	1:15	15		1	183	17" 183	17" 183	17" 183					WTS. 13 "MIDWAY STREET" 500K 173-X-20A 500K AND 47000M 720 SERIES 720 ATTACHED ON PALE 47-3 SON IN PALE FACING WEST
B	7:50-1:00	55		2	183	17" 183	17" 183	17" 183					WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K 47-3 SON IN PALE FACING WEST 47-3 SON IN PALE FACING WEST ATTACH. PD
C	1-1A			4	183	17" 183	17" 183	17" 183	2	1			WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K 47-3 SON IN PALE FACING WEST 47-3 SON IN PALE FACING WEST ATTACH. PD
D	2:45-1:00	45		1	183	17" 183	17" 183	17" 183					WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K AND 47000M 720 SERIES 720 ATTACHED ON PALE 47-3 SON IN PALE FACING WEST
E	1-1A			2	183	17" 183	17" 183	17" 183	2	1			WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K 47-3 SON IN PALE FACING WEST 47-3 SON IN PALE FACING WEST ATTACH. PD
F	1:40-1:10	35		1	183	17" 183	17" 183	17" 183					WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K AND 47000M 720 SERIES 720 ATTACHED ON PALE 47-3 SON IN PALE FACING WEST
G	2:45-1:00	45		1	183	17" 183	17" 183	17" 183					WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K AND 47000M 720 SERIES 720 ATTACHED ON PALE 47-3 SON IN PALE FACING WEST
H	2:45			1	183	17" 183	17" 183	17" 183					WTS. 21 "MIDWAY STREET" 500K 173-X-20A 500K AND 47000M 720 SERIES 720 ATTACHED ON PALE 47-3 SON IN PALE FACING WEST

Two: Disadvantage to

VIDEO DETECTION SYSTEM SHALL BE SETUP BY A QUALIFIED FACTORY REPRESENTATIVE. ALL DETECTION ZONES SHALL BE SETUP IN THE PRESENCE OF CITY STAFF AND TESTED PRIOR TO SIGNAL TURN-ON. VIDEO DETECTION SYSTEM SHALL ALSO BE SETUP WITH LOW CONTRAST ZONES FOR SMOOTZ ENVIRONMENTS.

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[illegible]

11. THE CITY'S PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION TWO WEEKEND DAYS BEFORE START OF WORK.
12. THE CONTRACTOR SHALL PROCEED WITH ANY WORK CALLED FOR ON THESE PLANS DURING THE CITY ENGINEER'S SIGNATURE OF PERSONNEL IDENTIFIED PERSON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. AN APPROVED SET OF PLANS SHALL BE ON THE JOB SITE AT ALL TIMES.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING ALL CONFLICTS, MISREADINGS, ETC., TO THE ENGINEER UNADVISEDLY. THE CONTRACTOR SHALL NOT STOP WORK UNTIL FURTHER ACTION CAN BE TAKEN UPON DISCUSSAL. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL RETURN TO THE PROJECT AREA AS DIRECTED WHILE ANY CORRECTIONS ARE MADE.
14. THE CONTRACTOR AGREES THAT THEY SHALL ASSUME FULL AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY AND PROSECUTION; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL RETURN, MODIFY, OR HOLD THE OWNER AND DESIGNER HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR INJURY INCURRED IN CONNECTION WITH THE PERFORMANCE OF THE PROJECT.
15. THE CONTRACTOR SHALL MAINTAIN AN ON-SITE OFFICE PRIOR TO PREPARING ANY PROPOSALS TO ACCOMPLISH ANY AND ALL ITEMS SHOWN AS ITEMS ON THE PROPOSAL SHEETS. BUT SUCH MAY BE NECESSARY PER A FUTURE COMMITTEE TO ACCOMPLISH AND TO USE OF THESE PLANS. THE MAJOR & SMALL GROUP WILL NOT BE RESPONSIBLE FOR BEING ABLE TO PREPARE A COMPLETE AND ACCEPTABLE. ALL PLANS, SPECIFICATIONS, ORDINANCES, VOLUMES AND BOOKS MUST BE METAL.
16. ALL LABORERS SHALL HAVE A COLOR THERMISTURE OF 300 DEGREES AND CRYSTAL

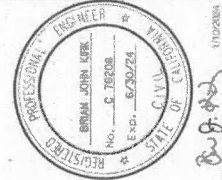
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AIRPORT WAY & MAWOMA STREET INTERSECTION IMPROVEMENTS

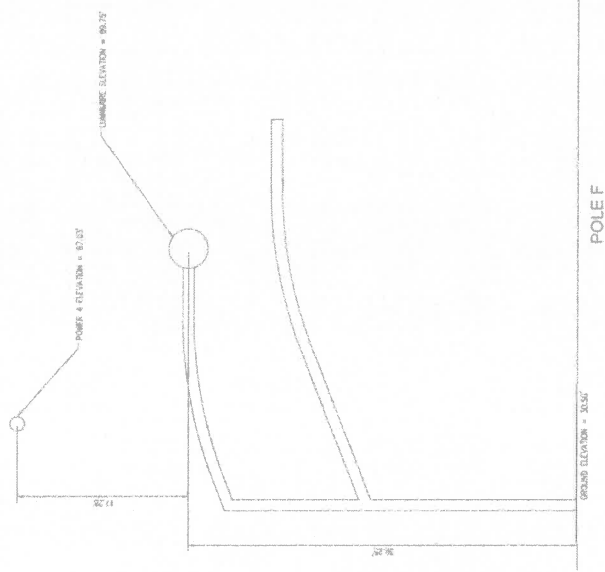
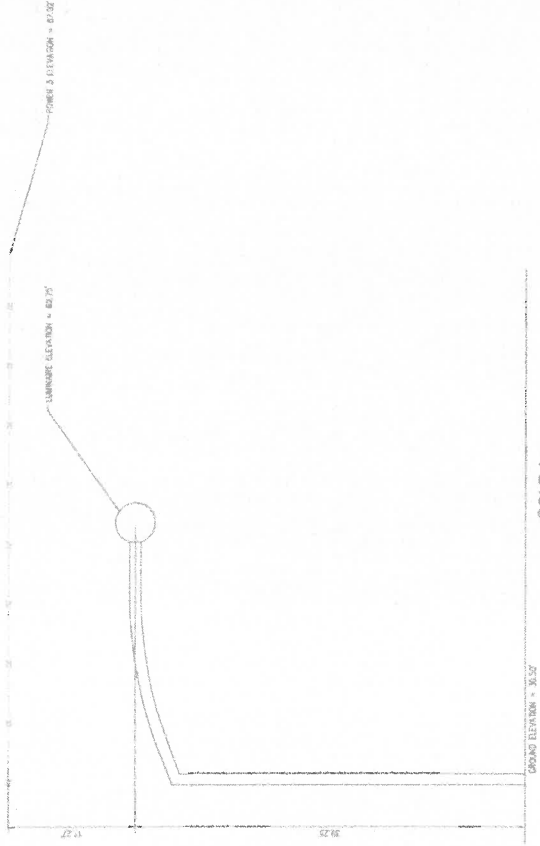
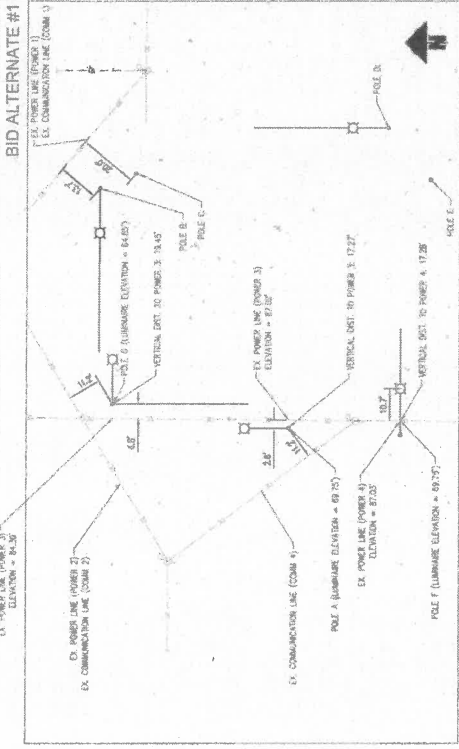
ALTERNATE: TRAFFIC SIGNAL DETAIL

DATE: 08/20/24
BY: [Signature]
CHECKED: [Signature]
DESIGNED: [Signature]



10/22/2018

BID ALTERNATE #1



POLE A

POLE F

GROUND ELEVATION = 30.5'

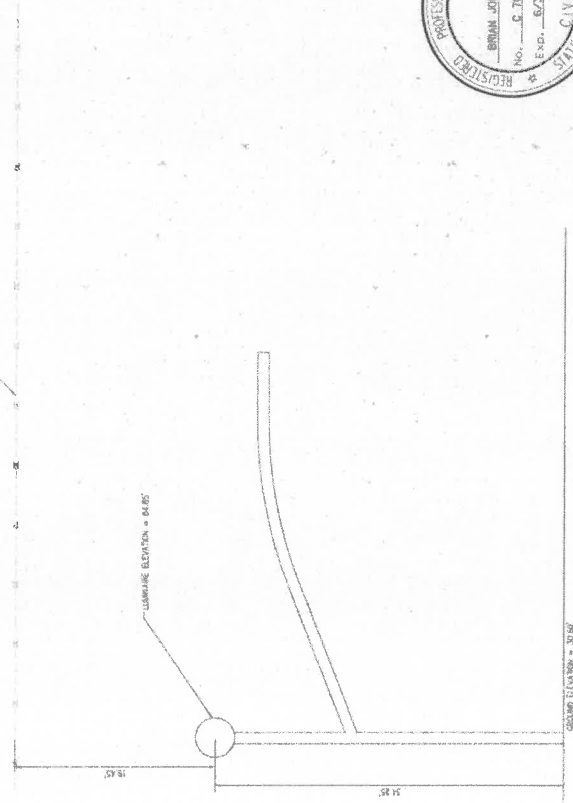
GROUND ELEVATION = 30.5'

POWER 3 ELEVATION = 84.30'

POLE G

GROUND ELEVATION = 30.5'

LUMINAIRE ELEVATION = 64.85'



**SCHEDULE B
Public Facilities Implementation Plan improvements**

**AIRPORT WAY & WAWONA STREET INTERSECTION
IMPROVEMENTS
SECTION I**

PUBLIC FACILITIES IMPLEMENTATION PLAN (P.F.I.P.)

- A) Developer shall pay or receive credit, as the case may be, for the Public Facilities Implementation Plan fees in existence at the time building permits are issued for those units within the existing Public Facilities Implementation Plan boundaries.

SECTION II

P. F. I. P. CREDITS AND REIMBURSEMENTS

1) TRANSPORTATION SYSTEM

- A) City shall reimburse Developer its cost to install portions of the City's Transportation system, as shown on the improvement plans designated AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS, Manteca, California, as approved by the City Engineer. Said reimbursement shall be in the form of credit against P.F.I.P. Transportation Fees, for an amount up to, but not exceeding, the cost of installing said improvements. The credit will be given when building permits are issued for construction. In the event the cost of installing said improvements exceeds the credited amount, the remainder shall be reimbursed after the following has occurred:
 - i) Building permit has been pulled.
 - ii) Council accepts said improvements establishing the reimbursement priority (See Section III of this Schedule regarding establishment of reimbursement priorities);
 - iii) The City receives sufficient P.F.I.P. Transportation System Fee revenue from development occurring within the same P.F.I.P. Transportation Financing Zone to make the reimbursement;
 - iv) Council approves said reimbursement.

Reimbursement shall be given for the installation of the following P.F.I.P. Transportation System improvements.

Table 1: Transportation System P.F.I.P. Reimbursement

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Mobilization	1	LS	\$ 69,875	\$ 69,875
Traffic Control	1	LS	\$ 58,750	\$ 58,750
Clear & Grub	1	LS	\$ 41,975	\$ 41,975
Roadway Excavation	1	LS	\$ 28,350	\$ 28,350
Fine Grade – Curb Ramp	1	LS	\$ 8,750	\$ 8,750
Class 2 Aggregate Base – Roadway	3150	SF	\$ 8.00	\$ 25,200
Class 2 Aggregate Base – Curb Ramp	450	SF	\$ 22.00	\$ 9,900
6" Asphalt Concrete	3150	SF	\$ 11.50	\$ 36,225
Concrete – Curb Ramp	450	SF	\$ 65.00	\$ 29,250
Traffic Signal System (gross, total)	1	LS	\$ 569,765	
Traffic Signal System (deduct, non-P.F.I.P.)	1	LS	\$ -95,400	
Traffic Signal System (net, P.F.I.P. eligible)	1	LS		\$474,365
Signing & Striping	1	LS	\$ 61,350	<u>\$ 61,350</u>
				\$843,990
Total Transportation Facilities System PFIP Reimbursement				\$843,990

SECTION III

1) REIMBURSEMENT PRIORITY:

- A) Reimbursement priority shall be based upon the date of acceptance of the improvements by Council. When reimbursable P.F.I.P. improvements are accepted by Council, the Developer's name and the amount of the reimbursement will be added to the bottom of the list of reimbursements for the perspective Financing Zone. Developer will progress to the top of the list as each higher prioritized subdivider is reimbursed in full.
- B) In the event Subdivider desires to exchange credits for cash reimbursement, the exchange must be approved by Council.

MAINTENANCE BOND

Bond No. SURU2210000510

KNOW ALL MEN BY THESE PRESENTS:

That ROBINSON OIL CORPORATION, as Principal, and ASCOT INSURANCE COMPANY, as Surety, are held and firmly bound unto THE CITY OF MANTECA, a Municipal corporation, as Obligee, in the full and just sum of nine hundred nineteen thousand four hundred five dollars and no cents (\$919,405.00), for the payment of which sum, will and truly be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly be these presents.

WHEREAS, The Principal has entered into a written contract dated Jan. 18, 2024 with the Obligee for construction of certain public works improvements at the intersection of Airport Way and Wawona Street, as more particularly described in the Improvement Agreement; and

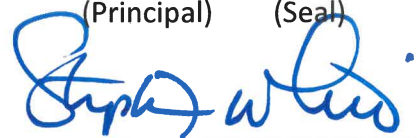
WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of one (1) year after acceptance of the improvements by the Obligee, against all defects in workmanship and materials which may become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials and workmanship which becomes apparent during the aforesaid period, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated 13th day of September, 2024



(Witness)

Robinson Oil Corporation
(Principal) (Seal)

By _____
(Title)

Ascot Insurance Company
(Surety)

Bond No. SURU2210000510

By 
Derek J. Elston, Attorney-In-Fact



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Susan A Welsh, Christina L Sandoval, Derek J Elston, Sandra M Winsted, Aerie Walton, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Kristin L Hannigan, Samantha Chierici, Nicholas Kertesz, Corinne Chapman, Jean Torres, Roger Paraison, Dartonya Wright, Tara A Maquinto, Jennifer Williams, Barbara Pannier, Salena Wood, and George F Douaire V

of Chicago, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or to other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Matthew Conrad Kramer

Matthew Conrad Kramer (Chief Executive Officer)

Tara North

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
 My Commission Expires June 30, 2029

Ksenia E. Guseva

Notary Public Ksenia E Guseva
 My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 13th day of September, 20 24.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

John Gill

John Gill, Secretary

CALIFORNIA ALL-PURPOSE 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 ILLINOIS

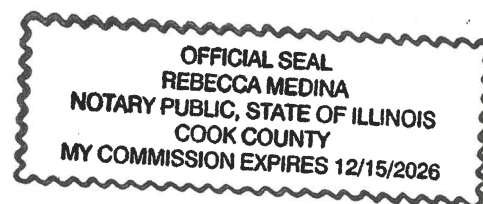
County of COOK

On 9-13-2024 before me, Rebecca Medina, Notary Public, personally appeared Derek J. Elston 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 Rebecca Medina
Signature of Notary Public



Bond No. **SURU2210000502**

CITY OF MANTECA FAITHFUL PERFORMANCE BOND

AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Manteca, a municipal corporation (hereinafter the "**City**"), and ROBINSON OIL CORPORATION, (hereinafter designated as "**Principal**") have entered into an Improvement Agreement ("**Agreement**" herein) whereby Principal agrees to install and complete certain designated public improvements, as shown on the approved improvement plans and identified as project ROTTEN ROBBIE #69 FUELING STATION & CONVENIENCE STORE, is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement;

STREET, ADA CURB RAMPS, CURB AND GUTTER, TRAFFIC SIGNALS, STREETLIGHTS, STREET SIGNS, AND OTHER RELATED WORKS shall be constructed or installed in accordance with those improvement plans designated as AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS by MANNIK SMITH GROUP and signed by the City Engineer on DATE; and **01/18/2024**.

NOW, THEREFORE, we the Principal designated above, and _____
Ascot Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of NINE HUNDRED NINETEEN THOUSAND, FOUR HUNDRED FIVE DOLLARS AND NO CENTS (\$919,405.00), 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, her, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any alteration and/or amendments thereof, made as therein provided, on his, her, its 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 condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period of one year after the acceptance of the work by City, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage made evident during the period of one year from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the City to be, in default under the contract, the City having performed the City's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Agreement in accordance with its terms and conditions; or

Bond No. **SURU2210000502**

2. Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the City under the Agreement and any modifications thereto, less the amount previously properly paid by the City to the Principal.

Surety expressly agrees that the City may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the contract nor shall Surety accept a bid from Principal for completion of the work if the City, when declaring the Principal in default, notifies Surety of the City's objection to Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the successors or assigns of the City.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

SIGNATURES ON NEXT PAGE

ATTACHMENT 2

Bond No. **SURU2210000502**

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"SURETY"

Ascot Insurance Company

(Type name of Surety)

55 West 46th Street, 26th Floor

(Street Address)

New York, New York 10036
(City) (State) (Zip)

"PRINCIPAL"

ROBINSON OIL CORPORATION

955 MARTIN AVENUE
SANTA CLARA, CA 95050

By: Rully Alusse
(Signature of authorized officer)

By: [Signature]
(Signature of authorized officer)

Bartlomiej Siepierski, Attorney-In-Fact
(Title of officer)

VP of Marketing + Merchandising
(Title of officer)

Date: August 14th, 2024



Date: 9/4/24

APPROVED AS TO FORM:

By: _____
City Attorney



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Susan A Welsh, Christina L Sandoval, Derek J Elston, Sandra M Winsted, Aerie Walton, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Kristin L Hannigan, Samantha Chierici, Nicholas Kertesz, Corinne Chapman, Jean Torres, Roger Paraison, Dartonya Wright, Tara A Maquinto, Jennifer Williams, Barbara Pannier, Salena Wood, and George F Douaire V

of Chicago, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Tara North
 Tara North (Executive Vice President, Surety)

Matthew Conrad Kramer
 Matthew Conrad Kramer (Chief Executive Officer)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
 My Commission Expires June 30, 2029

Ksenia E. Guseva
 Notary Public Ksenia E Guseva
 My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 14th day of August, 2024.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

John Gill
 John Gill, Secretary

CALIFORNIA ALL-PURPOSE 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 ILLINOIS

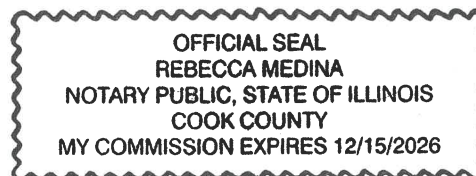
County of COOK

On August 14th, 2014 before me, Rebecca Medina, Notary Public, personally appeared Bartlomiej Siepierski 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 Rebecca Medina
Signature of Notary Public



Bond No. **SURU2210000502**

CITY OF MANTECA LABOR AND MATERIALS BOND

AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS KNOW ALL

PERSONS BY THESE PRESENTS:

WHEREAS, the City of Manteca, a municipal corporation (hereinafter the "**City**"), and ROBINSON OIL CORPORATION, (hereinafter designated as "**Principal**") have entered into an Improvement Agreement ("**Agreement**" herein) whereby Principal agrees to install and complete certain designated public improvements, as shown on the approved improvement plans and identified as project ROTTEN ROBBIE #69 FUELING STATION & CONVENIENCE STORE, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Agreement, Principal is required, before entering upon the performance of the work, to file with the City a good and sufficient payment bond to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code;

STREET, ADA CURB RAMPS, CURB AND GUTTER, TRAFFIC SIGNALS, STREETLIGHTS, STREET SIGNS, AND OTHER RELATED WORKS shall be constructed or installed in accordance with those improvement plans designated as AIRPORT WAY & WAWONA STREET INTERSECTION IMPROVEMENTS by MANNIK SMITH GROUP and signed by the City Engineer on DATE; and 01/18/2024.

NOW, THEREFORE, the Principal designated above, and Ascot Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of said Agreement and referred to in Title 3 (commencing with Section 9000 of Part 6 of Division 4 of the Civil Code) in the sum of FOUR HUNDRED FIFTY-SIX THOUSAND, SIX HUNDRED NINETY-FIVE AND NO CENTS (\$ 456,695), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor; that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and 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 attorneys' fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000 of Part 6 of Division 4 of the Civil Code), so as to give a right of action to them or their assigns in any suit brought upon this bond.

If the condition of this bond is 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 the Agreement or the Improvement Plans or related specifications accompanying the Agreement shall in any manner affect its obligations on this bond, and the Surety does hereby waive notice of any such change, extension, alteration or addition.

SIGNATURES ON NEXT PAGE

ATTACHMENT 2

Bond No. **SURU2210000502**

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"SURETY"

Ascot Insurance Company

(Type name of Surety)

55 West 46th Street, 26th Floor

(Street Address)

New York New York 10036
(City) (State) (Zip)

"PRINCIPAL"

ROBINSON OIL CORPORATION

955 MARTIN AVENUE
SANTA CLARA, CA 95050

By: Rully Mussa
(Signature of authorized officer)

By: [Signature]
(Signature of authorized officer)

Bartlomiej Siepierski, Attorney-In-Fact
(Title of officer)

VP of Marketing & Merchandising
(Title of officer)

Date: August 14th, 2024

Date: 9/4/24



APPROVED AS TO FORM:

By: _____
City Attorney



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Susan A Welsh, Christina L Sandoval, Derek J Elston, Sandra M Winsted, Aerie Walton, Judith A Lucky-Eftimov, Bartlomiej Siepierski, Kristin L Hannigan, Samantha Chierici, Nicholas Kertesz, Corinne Chapman, Jean Torres, Roger Paraison, Dartonya Wright, Tara A Maquinto, Jennifer Williams, Barbara Pannier, Salena Wood, and George F Douaire V

of Chicago, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:


RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY



 Matthew Conrad Kramer (Chief Executive Officer)


 Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
 My Commission Expires June 30, 2029


 Notary Public Ksenia E Guseva
 My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 14th day of August, 2024.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY


 John Gill, Secretary

CALIFORNIA ALL-PURPOSE 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 ILLINOIS

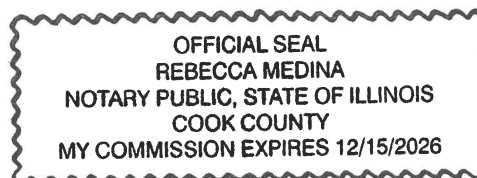
County of COOK

On August 14th, 2024 before me, Rebecca Medina, Notary Public, personally appeared Bartlomiej Siepierski 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 Rebecca Medina
Signature of Notary Public



R I D E R

To be attached to and form part of:

Bond Number SURU2210000502
 originally dated August 14, 2024
 issued by the ASCOT INSURANCE COMPANY
 originally
 in the amount of \$ 919,405.00
 originally
 on behalf of ROBINSON OIL CORPORATION
 (Principal)
 and in favor of CITY OF MANTECA
 (Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The bond shall be amended as follows:

Performance Bond Amount Change
FROM: Nine Hundred Nineteen Thousand Four Hundred Five Dollars and no cents (\$919,405.00)
TO: Nine Hundred Thirty Nine Thousand Three Hundred Ninety Dollars and no cents (\$939,390.00)

Payment Bond Amount Change
FROM: Four Hundred Fifty Six Thousand Six Hundred Ninety Five Dollars and no cents (\$456,695.00)
TO: Four Hundred Six Nine Thousand Six Hundred Ninety Five Dollars and no cents (\$469,695.00)

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 17th day of September, 2024.

Signed, Sealed & Dated this 17th day of September, 2024.

ROBINSON OIL CORPORATION
 (Principal)

By: _____

ASCOT INSURANCE COMPANY
 (Surety)

By: _____

Sandra M. Winsted, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Susan A Welsh, Christina L Sandoval, Derek J Elston, Sandra M Winsted, Aerie Walton, Judith A Lucky-Eftimov, Bartłomiej Siepierski, Kristin L Hannigan, Samantha Chierici, Nicholas Kertesz, Corinne Chapman, Jean Torres, Roger Paraison, Dartonya Wright, Tara A Maquinto, Jennifer Williams, Barbara Pannier, Salena Wood, and George F Douaire V

of Chicago, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
 My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
 My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 17th day of September, 2024.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

John Gill, Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/11/2024

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

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL office 200 East Randolph Chicago IL 60601 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:															
INSURED Robinson Oil Corporation 955 Martin Avenue Santa Clara CA 95050 USA		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: Underwriters At Lloyds London</td> <td>15792</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: Underwriters At Lloyds London	15792	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 570108119798

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO509889515	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5098894-15 BAP 5098933-14	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			2413773U2430210204	04/01/2024	04/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC509889315	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City Engineer City of Manteca 1001 W. Center Street Manteca CA 95337 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Holder Identifier : ABDEFGHKM

Certificate No : 570108119798