

ITEM 4.17

CITY MANAGER'S REPORT OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017, PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN AND RELEASE ASSOCIATED BONDS AND DEPOSIT SECURITY

RECOMMENDATION: Adopt Resolution Accepting Remaining Public Improvements for Tract 4017, Phase 1B1 in the Central Lathrop Specific Plan, and Release Associated Bonds and Deposit Security

SUMMARY:

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has completed construction of the remaining public improvements listed in the GASB 34 reports (Attachment C) for Tract 4017 depicted in Attachment B, Phase 1B1, in accordance with their Subdivision Improvement Agreement (SIA). These improvements have been inspected by the City Staff and have been deemed complete.

Saybrook has provided a one-year warranty bond based on 10% of the completed improvement construction cost and a lien release for the improvements being accepted. Staff recommends City Council accept the public improvements in accordance with City specifications.

BACKGROUND:

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. On August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4017 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967.

On January 11, 2021, City Council approved Tract 4017, establishing 311 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4017 included an SIA to guarantee certain public improvements associated with the final map. On May 10, 2021, City Council approved the partial acceptance of the public improvements for Tract 4017, Phase 1B1, which excluded the following improvements:

1. Sidewalk, Slurry Seal and Striping for Barbara Terry Boulevard as noted in Paragraph 6 of the SIA.

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OCTOBER 11, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017,
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ASSOCIATED BONDS AND DEPOSIT SECURITY

2. Traffic signal for Golden Valley Parkway and Stanford Crossing as noted in Paragraph 7 of the SIA.
3. Stage 2 recycled water storage and disposal facilities as noted in Paragraph 9 of the SIA.

The sidewalk, slurry seal and striping for Barbara Terry Boulevard as well as the traffic signal for Golden Valley Parkway and Stanford Crossing have been completed. City staff has inspected the improvements and confirmed that they were completed in accordance with City specifications and approved plans. Saybrook has provided sufficient security for the Stage 2 recycled water storage and disposal facilities with the SIA for Tract 4017 and therefore no additional security is necessary.

Staff recommends the release of Performance Bond No. PB01987300002 in the sum of \$11,855,574.46 and Labor and Materials No. PB01987300002 in the sum of \$5,927,787.23 in addition to Saybrook's cash deposit in the amount of \$440,000 as guarantee for the completed traffic signal.

Saybrook has provided the one-year warranty bonds based on 10% of the completed improvements construction cost listed in Table 1 below and lien releases from each contractor (Attachment D) for the improvements being accepted. Staff recommends City Council accept the public improvements in accordance with City specifications.

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Pacific Excavation Inc.	Traffic Signal	3716156M	\$44,836.60
Teichert Construction	Barbara Terry	070212854-M	\$23,861.45

REASON FOR RECOMMENDATION:

Staff has inspected the remaining improvements for Tract 4017 and confirmed that the improvements listed in Attachment C have been completed in accordance with City specifications. Saybrook has submitted a master lien release, confirming all contractors have been paid in full and a one-year maintenance bond for the improvements being accepted. Staff recommends Council accept the improvements identified in Attachment C to allow for the City to provide maintenance.

FISCAL IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained. The Service Maintenance CFD 2019-02 has been established to fund City maintenance and operating costs.

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The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

ATTACHMENTS:

- A. Resolution Accepting Remaining Public Improvements for Tract 4017, Phase 1B1, in the Central Lathrop Specific Plan, and Release Associated Bonds
- B. Vicinity Map – Tract 4017
- C. GASB 34 Report for Remaining Tract 4017 Improvements
- D. Lien Releases & Maintenance Warranty Bonds

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ASSOCIATED BONDS AND DEPOSIT SECURITY

APPROVALS:



Brad Taylor
Land Development Manager

9/30/2021

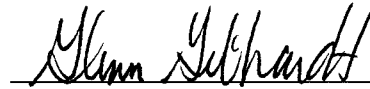
Date



Michael King
Director of Public Works

9-30-2021


Date



Glenn Gebhardt
City Engineer

9.30.21

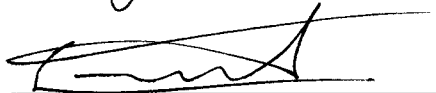
Date



Cari James
Finance Director

10/5/2021

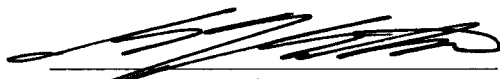
Date



Salvador Navarrete
City Attorney

10.3.2021

Date



Stephen J. Salvatore
City Manager

10.5.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING REMAINING PUBLIC IMPROVEMENTS FOR TRACT 4017, PHASE 1B1, IN THE CENTRAL LATHROP SPECIFIC PLAN, AND RELEASE ASSOCIATED BONDS AND DEPOSIT SECURITY

WHEREAS, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land; and

WHEREAS, on August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4017 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967; and

WHEREAS, on January 11, 2021, the City Council approved one Final Map for Tract 4017, establishing 311 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4017 included an SIA to guarantee certain public improvements associated with the final map; and

WHEREAS, on May 10, 2021, City Council approved the partial acceptance of the public improvements for Tract 4017, Phase 1B1, which excluded the following improvements:

1. Sidewalk, Slurry Seal and Striping for Barbara Terry Boulevard as noted in Paragraph 6 of the SIA.
2. Traffic signal for Golden Valley Parkway and Stanford Crossing as noted in Paragraph 7 of the SIA.
3. Stage 2 recycled water storage and disposal facilities as noted in Paragraph 9 of the SIA; and

WHEREAS, the sidewalk, slurry seal and striping for Barbara Terry Boulevard as well as the traffic signal for Golden Valley Parkway and Stanford Crossing have been completed. City staff has inspected the improvements and confirmed that they were completed in accordance with City specifications and approved plans; and

WHEREAS, Saybrook has provided sufficient security for the Stage 2 recycled water storage and disposal facilities with the SIA for Tract 4017 and therefore no additional security is necessary; and

WHEREAS, staff recommends the release of Performance Bond No. PB01987300002 in the sum of \$11,855,574.46 and Labor and Materials No. PB01987300002 in the sum of \$5,927,787.23 in addition to Saybrook's cash deposit in the amount of \$440,000 as guarantee for the completed traffic signal; and

WHEREAS, Saybrook has provided the one-year warranty bonds based on 10% of the completed improvements construction cost listed in Table 1 below and lien releases from each contractor (Attachment D of the City Manager’s Report) for the improvements being accepted:

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Pacific Excavation Inc.	Traffic Signal	3716156M	\$44,836.60
Teichert Construction	Barbara Terry	070212854-M	\$23,861.45

Staff recommends City Council accept the public improvements in accordance with City specifications; and

WHEREAS, the City’s maintenance costs will increase because of the additional improvements that have to be maintained. The Service Maintenance CFD 2019-02 has been established to fund City maintenance and operating costs.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the completed public improvements listed in Attachment C of the City Manager’s Report dated October 11, 2021, from Lathrop Land Acquisition to allow for the City to provide maintenance and authorize the City Clerk to release the associated bonds and deposit security.

The foregoing resolution was passed and adopted this 11th day of October 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

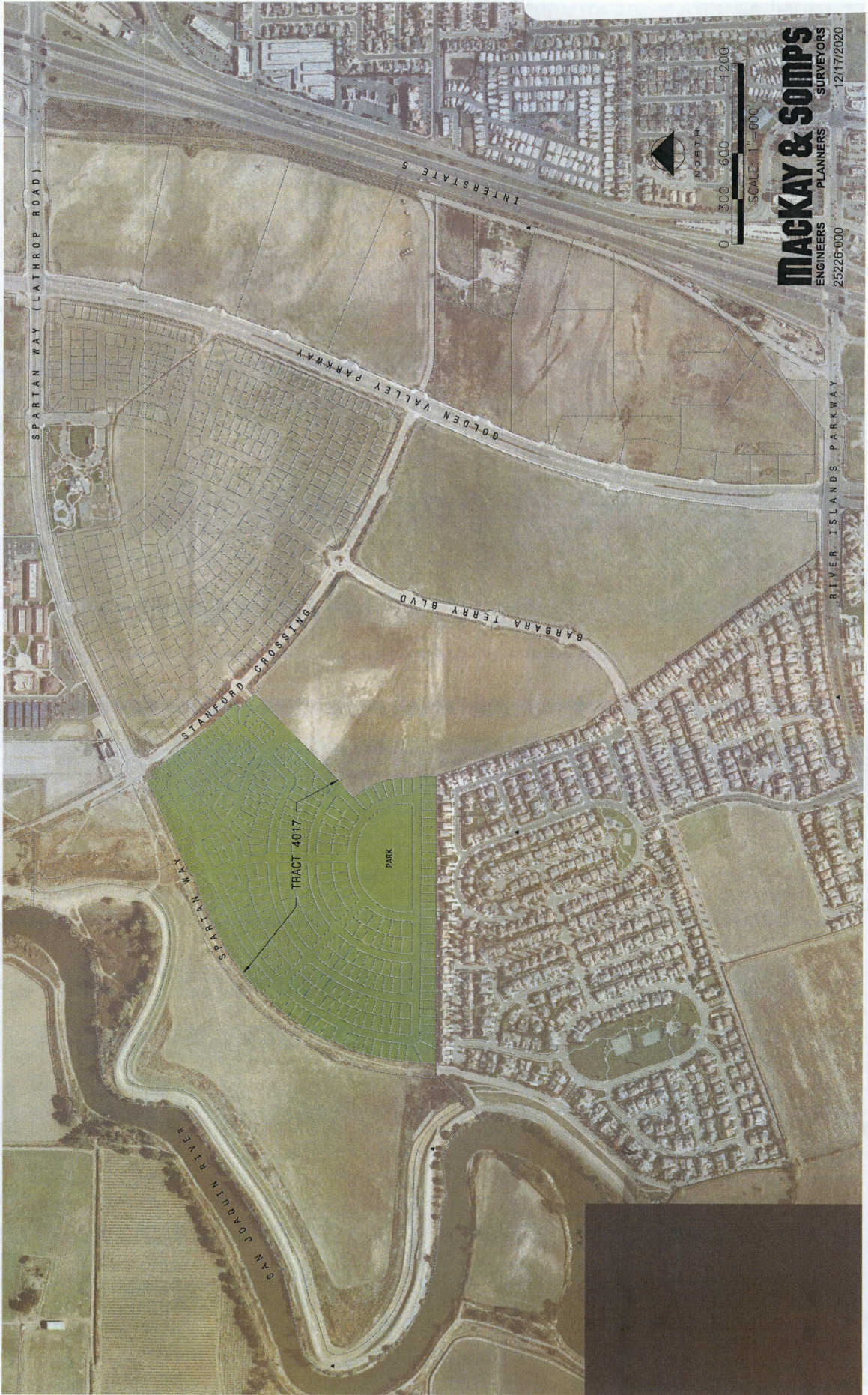
Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CENTRAL LATHROP SPECIFIC PLAN - TRACT 4017 - VICINITY MAP



ATTACHMENT C

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Date: 10/1/2021

Submitted by: MacKay & Soms

Central Lathrop Specific Plan - Traffic Signal - Golden Valley Parkway and Stanford Crossing - Lathrop, CA

*Based on Improvement and Grading Plans prepared by TJKM dated April 2021

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Signal at Golden Valley Parkway and Stanford Crossing	LS	1	\$400,000	\$400,000
Striping	LS	1	\$5,000	\$5,000
Signing	LS	1	\$5,000	\$5,000
			Total:	\$410,000

To: **City of Lathrop**
390 Towne Centre Drive
Lathrop, CA 95330

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B Sidewalks & Slurry Seal/Striping

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

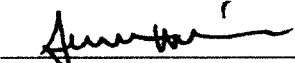
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/27/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

RECEIVED
SEP 27 2021
STOCKTON OFFICE

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Teichert Construction

Name of Customer: Saybrook CLSP, LLC

Job Location: STANFORD CROSSING NEIGHBORHOODS PHASE 1B SIDEWALKS & SLURRY SEAL/
STRIPING, Barbara Terry and Stanford Crossing, LATHOP

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

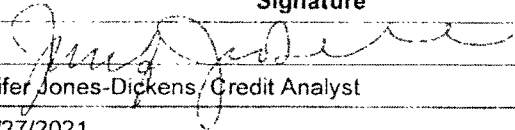
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:



Claimant's Title: Jennifer Jones-Dickens / Credit Analyst

Date of Signature: 09/27/2021

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

(This form is intended to be used for all purposes, including, but not limited to, the acknowledgment of a deed, mortgage, lease, contract, or other instrument.)

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

State of California)
County of San Joaquin)

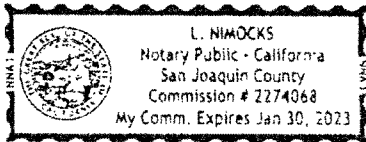
On 9/27/2021 before me, L. Nimocks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jennifer Jones-Dickens
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016, and subsequently a Subdivision Improvement Agreement dated January 11, 2021, requiring construction of certain offsite improvements at Neighborhood Phase 1B-1 - Tract 4017 including, but not limited to, sidewalk, slurry seal, signs, and striping ("Phase 1B-1 Offsite Improvements"); and

WHEREAS, A Teichert & Son, Inc., dba Teichert Construction hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-1 Offsite Improvements under a contract with Saybrook dated October 15, 2020; and

WHEREAS, the City has inspected the Phase 1B-1 Offsite Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-1 Offsite Improvements at its meeting on October 11, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-1 Offsite Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-1 Offsite Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Twenty-Three Thousand Eight Hundred Sixty-One and 45/100 Dollars (\$23,861.45) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-1 Offsite Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-1 Offsite Improvements, then this obligation shall be null and void; otherwise is shall remain in full force and effect.

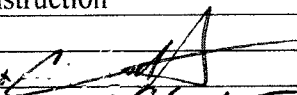
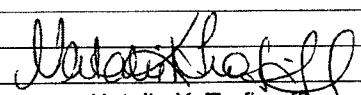
PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement

Agreement, or to the Phase 1B-1 Offsite Improvements to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-1 Offsite Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 23rd day of September, 2021.

CONTRACTOR, as Principal	SURETY
A Teichert & Son, Inc., dba Teichert Construction	Liberty Mutual Insurance Company
By: 	By: 
Print Name: <i>Clark J. Halbert</i>	Print Name: Natalie K. Trofimoff
Title: <i>Vice President</i>	Title: Attorney-In-Fact
Address: 265 Val Dervin Parkway Stockton, CA 95206 Sacramento, CA 95834 Attn.:	Address: 175 Berkeley Street Boston, MA 02116

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

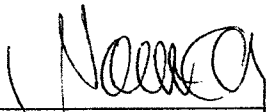
State of California)
) ss
County of Los Angeles)

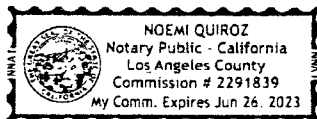
On 28 2021, before me, Noemi Quiroz, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

(Seal)

Signature: 
Noemi Quiroz, Notary Public





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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of March, 2021



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**To: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Traffic Signal Installation at GVP and Stanford Crossing

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

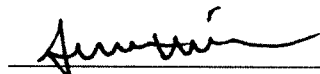
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/29/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

Job # 21-2070

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: **PACIFIC EXCAVATION INC**
Name of Customer: **SAYBROOK CLSP, LLC C/O SAYBROOK FUND INVESTORS, LLC**
Job Location: **TRAFFIC SIGNAL AT GOLDEN VALLEY PARKWAY & STANFORD XING**
Owner: **SAYBROOK CLSP, LLC C/O SAYBROOK FUND INVESTORS, LLC**

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

EXCEPTIONS

This document does not affect any of the following:

Disputed claims for extras in the amount of: ZERO

SIGNATURE

Claimant's Signature: *Prescilla Gastelum*
Claimant's Title: CORPORATE SECRETARY
Date of Signature: 10/1/2021

Bond No. 3716156M

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016, and subsequently a Subdivision Improvement Agreement dated January 11, 2021, requiring construction of a traffic signal at Golden Valley Parkway and Stanford Crossing ("Traffic Signal Improvements"); and

WHEREAS, Tim Paxin's, Pacific Excavation, Inc. dba Pacific Excavation, hereinafter called the Principal or Contractor, constructed and completed the Traffic Signal Improvements under a contract with Saybrook dated March 8, 2021; and

WHEREAS, the City has inspected the Traffic Signal Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Traffic Signal Improvements at its meeting on October 11, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Traffic Signal Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Traffic Signal Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Great American Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Forty-Four Thousand Eight Hundred Thirty-Six and 60/100 Dollars (\$44,836.60) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Traffic Signal Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Traffic Signal Improvements, then this obligation shall be null and void; otherwise is shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Traffic Signal Improvements to be performed thereunder shall in any way

affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Traffic Signal Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 29 day of September, 2021.

CONTRACTOR, as Principal	SURETY
Tim Paxin's, Pacific Excavation, Inc. dba Pacific Excavation	Great American Insurance Company
By: <i>Prescilla Gastelum</i>	By: <i>James D. Einerson</i>
Print Name: <i>Prescilla Gastelum</i>	Print Name: James D. Einerson
Title: <i>Corporate Secretary</i>	Title: Attorney-in-Fact
Address: 9796 Kent Street Elk Grove, California 95624 Attn.: Prescilla Gastelum	Address: 301 E. 4th Street, Cincinnati, Ohio 45202

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On Sept. 29, 2021 before me, Gail C. Einerson, Notary Public
(insert name and title of the officer)

personally appeared James D. Einerson, Attorney-in-Fact ,
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) is/●
subscribed to the within instrument and acknowledged to me that he/●/they executed the same in
his/●/their authorized capacity(●), and that by his/●/their signature(●) on the instrument the
person(●), or the entity upon behalf of which the person(●) 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 Gail C. Einerson (Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-389-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14660

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JAMES D. EINERSON	ALL OF	ALL
GAIL C. EINERSON	GOLD RIVER, CALIFORNIA	\$100,000,000
MICHELLE FURNO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **DECEMBER**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

Mark V Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **2ND** day of **DECEMBER**, 2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERHAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **29** day of **September**, 2021



Atty L C B

Assistant Secretary