

JULY 8, 2024 CITY COUNCIL REGULAR MEETING**RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER**

Upon acceptance of the improvements, the performance bond (Bond No. SU1194818-0000, \$66,250) and payment bond (Bond No. SU1194818-0000, \$66,250) will be released and replaced with a one-year warranty bond (Bond No. SU1194818-0000, \$6,625). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Luma has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council ratify the City Manager's execution of CCO No. 2 for \$6,182. Staff also requests City Council accept the improvements constructed by Luma for Park West Shade Shelter. Staff further requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Luma of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

Luma has completed the Project pursuant to the contract documents dated June 23, 2023. Staff inspected the improvements and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

Luma has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The 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.

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council's acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Luma for the Project is \$75,197.

Adequate funds have been allocated in the FY 2023-24 budget to close out the Park West Shade Shelter project.

JULY 8, 2024 CITY COUNCIL REGULAR MEETING

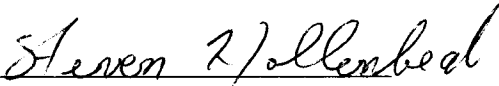
RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER

ATTACHMENTS:

- A. Resolution Ratifying the City Manager's Execution of CCO No. 2, Accepting Public Improvements Constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter and Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Park West Shade Shelter
- C. Contract Change Order No. 2


CITY MANAGER'S REPORT **PAGE 4**
JULY 8, 2024 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER'S EXECUTION OF CCO NO. 2 AND ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER

APPROVALS:



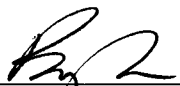
Steven Hollenbeak
Assistant Engineer

6.18.24
Date



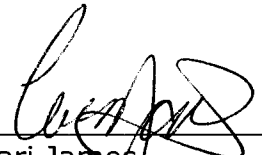
Ken Reed
Senior Construction Manager

6-18-2024
Date



Brad Taylor
City Engineer

6/18/2024
Date



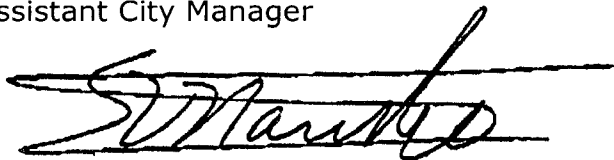
Cari James
Finance Director

6/24/2024
Date



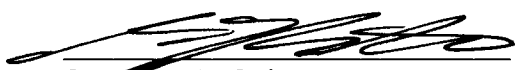
Michael King
Assistant City Manager

6.19.2024
Date



Salvador Navarrete
City Attorney

6/19/2024
Date



Stephen J. Salvatore
City Manager

6.23.24
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S EXECUTION OF CCO NO. 2, ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY LUMA ENGINEERING CONTRACTORS, INC. FOR PARK WEST SHADE SHELTER AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION AND PERFORMANCE AND PAYMENT BONDS.

WHEREAS, on June 23, 2023, the City Manager awarded a construction contract to Luma Engineering Contractors, Inc. (Luma) for construction of the Park West Shade Shelter (Project) in the amount of \$66,250 with a 13% construction contingency of \$8,613 for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of construction of a concrete slab and installation of an octagonal steel shade shelter at Park West; and

WHEREAS, during construction, two change orders were issued for a total of \$8,947, for a total Project cost of \$75,197; and

WHEREAS, Contract Change Order (CCO) No. 2 for a cost of \$6,182 was executed using the City Manager's signing authority to avoid any delay in completing the Project; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Luma has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total Project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. SU1194818-0000, \$66,250) and payment bond (Bond No. SU1194818-0000, \$66,250) will be released and replaced with a one-year warranty bond (Bond No. SU1194818-0000, \$6,625) upon City Council's acceptance of the improvements; and

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

WHEREAS, adequate funds have been allocated in the FY 2023-24 budget to close out the Project; and

WHEREAS, staff requests City Council ratify the City Manager's execution of CCO No. 2 for \$6,182; and

WHEREAS, staff also requests City Council accept the public improvements constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter; and

WHEREAS, staff further requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Luma in the amount of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City Manager's execution of CCO No. 2 for \$6,182; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Luma Engineering Contractors, Inc. for Park West Shade Shelter, pursuant to the contract documents dated June 23, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Luma, in the amount of \$9,632 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 8TH day of July, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

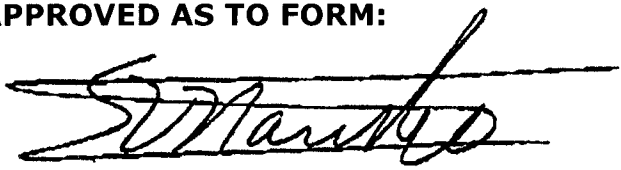
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **July 8, 2024** by **Luma Engineering Contractors, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **July 8, 2024**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager

CHANGE ORDER NO. 2**Park West Shade Shelter****City of Lathrop****CONTRACT CHANGE ORDER NO. 2**
Park West Shade Shelter**Contractor:** LUMA Engineering Contractors, Inc. dba LUMA Builders**Address:** 370 Myrtle Lane
Oakley, CA 94561**Change Order Date:** April 3, 2024**Notice to Proceed Date:** June 26, 2023**Contract Execution Date:** June 23, 2023

This contract change order augments or changes the following:

1) ADDITIONS TO CONTRACT

Pursuant to the provisions of the Contract Specifications and the attached proposal as Exhibit A, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **LUMA Engineering Contractors, Inc. dba LUMA Builders** dated **June 23, 2023**.

I. CHANGES IN THE SPECIFICATIONS

A. None

II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT

BID ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Irrigation Work Away from the Pier Poles and Cut Individual Rectangular Roof Panels to Fit Size on Octagon Roof Structure	1	LS	\$6,181.51	\$6,181.51
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER					\$6,181.51
TOTAL ADDITIONAL COST FROM CHANGE ORDER #1					\$2,765.60
ORIGINAL CONTRACT AMOUNT					\$66,250.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER #2					\$75,197.11

(END OF CHANGES)

DESCRIPTION OF WORK

See "II. ADDITION(S)/SUBTRACTION(S) TO CONTRACT." The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order. Works to be performed are detailed in attached Exhibit A.

TIME OF COMPLETION

The extra work will not increase the time frame of the original contract.

CHANGE ORDER NO. 2

Park West Shade Shelter

City of Lathrop

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 2. Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:


A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

(END OF SECTION)

CHANGE ORDER NO. 2

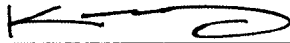
Park West Shade Shelter

City of Lathrop

Approved As
To Form: 


Salvador Navarrete
City Attorney
City of Lathrop

3-18-2024
Date

Recommended
By: 


Michael King
Assistant City Manager
City of Lathrop

3-19-2024
Date

Approved By: 

Stephen J. Salvatore
City Manager
City of Lathrop

4-3-24
Date

Accepted By
Contractor: 

462BFF846EFC4A9
LUMA Engineering Contractors, Inc
dba LUMA Builders

3/14/2024
Date

Fernando Lopez President and CEO

Print Name and Title

CHANGE ORDER

January 3, 2024

City of Lathrop PW Shade Shelter

From: Luma Engineering Contractors, Inc. DBA LUMA Builders, 370 Myrtle Ln, Oakley, California 94561

To: City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330

This Change Order Request (COR) contains a quotation for a change to City of Lathrop PW Shade Shelter which is a project or contract between Luma Engineering Contractors, Inc. DBA LUMA Builders and City of Lathrop.

1. Proposed Changes:

Add additional irrigation work away from the pier holes 8/25/2023.

Cut Individual Rectangular Roof Panels, fit to size on Octogen Roof Structure 9/5/23 and 9/7/23.

2. The contract sum prior to this Change Order was \$69,015.60.

3. The contract sum will be increased by this Change Order in the amount of \$6,181.51

4. The new contract sum including this change order will be \$75,197.11

5. This Agreement shall be signed on behalf of Luma Engineering Contractors, Inc. DBA LUMA Builders by Fernando D Lopez, President CEO and on behalf of City of Lathrop by _____ and effective as of the date first written above.

LUMA Engineering Contractors, Inc. DBA LUMA Builders

By: _____
Fernando D Lopez, President CEO

Date: _____

City of Lathrop

By: _____

Date: _____

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

Bond Number : SU 1194818-0000

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)
City of Lanthrop
390 Towne Centre Drive
Lanthrop CA 95330

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)
Park West Shade Shelter
Lanthrop CA 95330

CONTRACT DATED:
June 2 2023

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Arch Insurance Company
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107

, SURETY,

on bond of
(Insert name and address of Contractor)

LUMA Engineering Contractors Inc.
370 Myrtle Lane
Oakley CA 94561

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

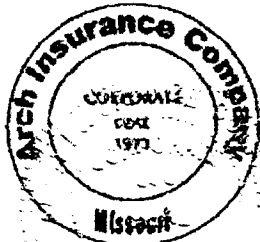
(Insert name and address of Owner)

City of Lanthrop
390 Towne Centre Drive
Lanthrop CA 95330

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 13th 2024
(Insert in writing the month followed by the numeric date and year)



Arch Insurance Company

(Surety)

(Signature of authorized representative)

Eric Matlaga Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



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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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Eric Matlaga of Atlanta, GA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

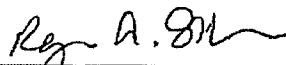
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of January, 2023.

Attested and Certified



Regan A. Shulman, Secretary

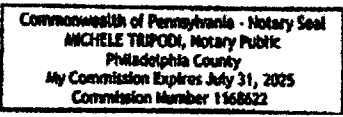



Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



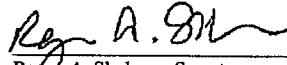


Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 23, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 13th day of May, 2024.



Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-In-Fact and the details of the bond to which the power is attached.**

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: LUMA Engineering Contractors, Inc

Name of Customer: City of Lathrop

Job Location: Park West Shelter

Owner: City of Lathrop

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for 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. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City of Lathrop

Amount of Check: \$3759.86

Check Payable to: LUMA Engineering Contractors, Inc.

Exceptions

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

Claimant's Signature:



Claimant title: Président and CEO

Date of Signature: 4/17/2024

SECTION 00670

PARK WEST SHADE SHELTER
CUPCCAA INFORMAL BID SOLICITATION

WARRANTY

Bond No: SU 1194818-0000
Premium: 1,988.00
Contract No: _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the CITY OF LATHROP, (hereinafter referred to as "City") and LUMA Engineering Contractors, Inc. (hereinafter referred to as "Principal") have entered into an Agreement ("Contract") for the PARK WEST SHADE SHELTER; and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$ 66,250.00] to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and Arch Insurance Company as Surety, are held and firmly bound unto the City in the penal sum of ^{Six Thousand Six} ~~Hundred Twenty Five~~ Dollars (\$ \$6,625.00) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

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

SECTION 00670

PARK WEST SHADE SHELTER
CUPCCAA INFORMAL BID SOLICITATION

WARRANTY

Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this 1st _____ day of May _____, 2024 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

LUMA Engineering Contractors, Inc.
(Principal)

By [Signature]
Signature

Fernando D. Lopez / Pres (EO)
Print Name and Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

Arch Insurance Company
(Surety)

Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107
Address



By [Signature]
Signature

Eric Matlaga Attorney-in-Fact
Print Name and Title

(END OF SECTION)

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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Eric Matlaga of Atlanta, GA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

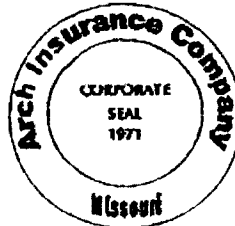
"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of January, 2023.

Attested and Certified

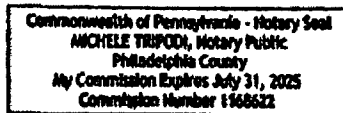
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 23, 2023 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

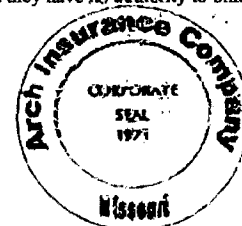
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 1st day of May, 20 24.

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is 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 Georgia
County of DeKalb)

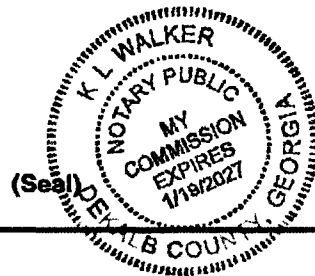
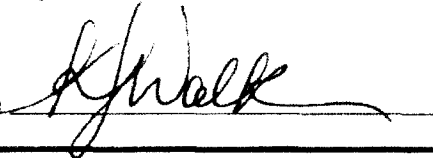
On May 01, 2024 before me, K.L. Walker
(insert name and title of the officer)

personally appeared Eric Matlaga
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



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

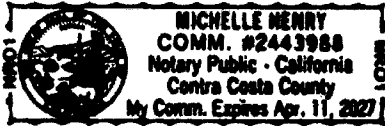
State of California

County of Contra Costa }

On May 15, 2021 before me, Michelle Henry, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Fernando D. Lopez
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 and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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