

CONTRACT

35285

THIS CONTRACT is made and entered, in duplicate, as of June 17, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on June 11, 2019, by and between REYES CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 1383 South Signal Drive, Pomona, California 91766, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Naples Island Permanent Seawall Repair-Phase 2 in the City of Long Beach, California, dated February 15, 2019, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7142;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7142 for Naples Island Permanent Seawall Repair-Phase 2 in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Naples Island Permanent Seawall Repair-

1 Phase 2 in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however, that the total compensation to Contractor shall not exceed the
3 maximum cumulative amount of Thirteen Million Eight Hundred Eighty-One
4 Thousand Three Hundred Thirty-One Dollars (\$13,881,331) for the estimated
5 quantities established in the Bid, subject to additions or deductions as provided in
6 the Contract Documents.

7 B. Contractor shall submit requests for progress payments and
8 City will make payments in due course of payments in accordance with Section 9 of
9 the Standard Specifications for Public Works Construction (latest edition).

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7142 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4755 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent. These Contract
25 Documents are incorporated herein by the above reference and form a part of this
26 Contract.

27 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
28 if any conflict or inconsistency exists or develops among or between Contract

1 Documents, the following priority shall govern: 1) Permit(s) from other public
2 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
3 hereto); 4) Addenda (which shall include written clarifications, corrections and
4 changes to the bid documents and other types of written notices issued prior to bid
5 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
6 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
7 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
8 reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

9 4. TIME FOR CONTRACT. Contractor shall commence work on a date
10 to be specified in a written Notice to Proceed from City and shall complete all work within
11 three hundred twenty (320) calendar days thereafter, subject to strikes, lockouts and
12 events beyond the control of Contractor. Time is of the essence hereunder. City will suffer
13 damage if the work is not completed within the time stated, but those damages would be
14 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
15 damages, the amount stated in the Contract Documents.

16 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
17 acceptance of any work or the payment of any money by City shall not operate as a waiver
18 of any provision of any Contract Document, of any power reserved to City, or of any right
19 to damages or indemnity hereunder. The waiver of any breach or any default hereunder
20 shall not be deemed a waiver of any other or subsequent breach or default.

21 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
22 herewith, Contractor shall submit certification of Workers' Compensation coverage in
23 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
24 attached hereto as Exhibit "B".

25 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
26 upon City by Contractor for and on account of any extra or additional work performed or
27 materials furnished, unless such extra or additional work or materials shall have been
28 expressly required by the City Manager and the quantities and price thereof shall have

1 been first agreed upon, in writing, by the parties hereto.

2 8. CLAIMS. Contractor shall, upon completion of the work, deliver
3 possession thereof to City ready for use and free and discharged from all claims for labor
4 and materials in doing the work and shall assume and be responsible for, and shall protect,
5 defend, indemnify and hold harmless City from and against any and all claims, demands,
6 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
7 damages to property, including property of City, which arises from or is connected with the
8 performance of the work.

9 9. INSURANCE. Prior to commencement of work, and as a condition
10 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of
11 all insurance required in the Contract Documents.

12 In addition, Contractor shall complete and deliver to City the form
13 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with
14 Labor Code Section 2810.

15 10. WORK DAY. Contractor shall comply with Sections 1810 through
16 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
17 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
18 Contractor or any subcontractor for each calendar day such worker is required or permitted
19 to work more than eight (8) hours unless that worker receives compensation in accordance
20 with Section 1815.

21 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
22 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
23 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
24 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
25 work done by Contractor, or any subcontractor, under this Contract.

26 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

27 A. If the work is terminated pursuant to an order of any Federal or
28 State authority, Contractor shall accept as full and complete compensation under

1 this Contract such amount of money as will equal the product of multiplying the
2 Contract price stated herein by the percentage of work completed by Contractor as
3 of the date of such termination, and for which Contractor has not been paid. If the
4 work is so terminated, the City Engineer, after consultation with Contractor, shall
5 determine the percentage of work completed and the determination of the City
6 Engineer shall be final.

7 B. If Contractor is prevented, in any manner, from strict
8 compliance with the Plans and Specifications due to any Federal or State law, rule
9 or regulation, in addition to all other rights and remedies reserved to the parties City
10 may by resolution of the City Council suspend performance hereunder until the
11 cause of disability is removed, extend the time for performance, make changes in
12 the character of the work or materials, or terminate this Contract without liability to
13 either party.

14 13. NOTICES.

15 A. Any notice required hereunder shall be in writing and personally
16 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
17 Contractor at the address first stated herein, and to the City at 333 West Ocean
18 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
19 address shall be given in the same manner as stated herein for other notices. Notice
20 shall be deemed given on the date deposited in the mail or on the date personal
21 delivery is made, whichever first occurs.

22 B. Except for stop notices and claims made under the Labor Code,
23 City will notify Contractor when City receives any third party claims relating to this
24 Contract in accordance with Section 9201 of the Public Contract Code.

25 14. BONDS. Contractor shall, simultaneously with the execution of this
26 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
27 form attached hereto and in the amount specified therein, conditioned upon the faithful
28 performance of this Contract by Contractor, and a good and sufficient corporate surety

1 bond, in the form attached hereto and in the amount specified therein, conditioned upon
2 the payment of all labor and material claims incurred in connection with this Contract.

3 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
4 of the moneys that may become due Contractor hereunder may be assigned by Contractor
5 without the written consent of City first had and obtained, nor will City recognize any
6 subcontractor as such, and all persons engaged in the work of construction will be
7 considered as independent contractors or agents of Contractor and will be held directly
8 responsible to Contractor.

9 16. CERTIFIED PAYROLL RECORDS.

10 A. Contractor shall keep and shall cause each subcontractor
11 performing any portion of the work under this Contract to keep an accurate payroll
12 record, showing the name, address, social security number, work classification,
13 straight time and overtime hours worked each day and week, and the actual per
14 diem wages paid to each journeyman, apprentice, worker, or other employee
15 employed by Contractor or subcontractor in connection with the work, all in
16 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
17 payroll records for Contractor and all subcontractors shall be certified and shall be
18 available for inspection at all reasonable hours at the principal office of Contractor
19 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
20 to furnish such records to City in the manner provided herein for notices shall entitle
21 City to withhold the penalty prescribed by law from progress payments due to
22 Contractor.

23 B. Upon completion of the work, Contractor shall submit to the City
24 certified payroll records for Contractor and all subcontractors performing any portion
25 of the work under this Contract. Certified payroll records for Contractor and all
26 subcontractors shall be maintained during the course of the work and shall be kept
27 by Contractor for up to three (3) years after completion of the work.

28 C. The foregoing is in addition to, and not in lieu of, any other

1 requirements or obligations established and imposed by any department of the City
2 with regard to submission and retention of certified payroll records for Contractor
3 and subcontractors.

4 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
5 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
6 and custody of the work. If any loss or damage occurs to the work that is not covered by
7 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
8 or the negligence or willful misconduct of City, then Contractor shall immediately make the
9 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
10 the City whole or pay, then City may do so and the cost and expense of doing so shall be
11 deducted from the amount due Contractor from City hereunder.

12 18. CONTINUATION. Termination or expiration of this Contract shall not
13 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
14 prior to termination or expiration of this Contract.

15 19. TAXES AND TAX REPORTING.

16 A. As required by federal and state law, City is obligated to and
17 will report the payment of compensation to Contractor on Form 1099-Misc.
18 Contractor shall be solely responsible for payment of all federal and state taxes
19 resulting from payments under this Contract. Contractor shall submit Contractor's
20 Employer Identification Number (EIN), or Contractor's Social Security Number if
21 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
22 of Financial Management. Contractor acknowledges and agrees that City has no
23 obligation to pay Contractor until Contractor provides one of these numbers.

24 B. Contractor shall cooperate with City in all matters relating to
25 taxation and the collection of taxes, particularly with respect to the self-accrual of
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
27 materials, equipment, supplies, or other tangible personal property totaling over
28 \$100,000 shipped from outside California, a qualified Contractor shall complete and

1 submit to the appropriate governmental entity the form in Appendix "A" attached
2 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
3 more, Contractor shall obtain a sub-permit from the California Department fo Tax
4 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the
5 Contractor purchased at least \$500,000 in tangible personal property that was
6 subject to sales or use tax in the previous calendar year.

7 C. Contractor shall create and operate a buying company, as
8 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
9 \$5,000,000 in tangible personal property subject to California sales and use tax.

10 D. In completing the form and obtaining the permit(s), Contractor
11 shall use the address of the Work site as its business address and may use any
12 address for its mailing address. Copies of the form and permit(s) shall also be
13 delivered to the City Engineer. The form must be submitted and the permit(s)
14 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
15 order any materials or equipment over \$100,000 from vendors outside California
16 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
17 shall be a material breach of this Contract. In addition, Contractor shall make all
18 purchases from the Long Beach sales office of its vendors if those vendors have a
19 Long Beach office and all purchases made by Contractor under this Contract which
20 are subject to use tax of \$500,000 or more shall be allocated to the City of Long
21 Beach. Contractor shall require the same cooperation with City, with regards to
22 subsections B, C and D under this section (including forms and permits), from its
23 subcontractors and any other subcontractors who work directly or indirectly under
24 the overall authority of this Contract.

25 E. Contractor shall not be entitled to and by signing this Contract
26 waives any claim or damages for delay against City if Contractor does not timely
27 submit these forms to the appropriate governmental entity. Contractor may request
28 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing

1 and will be subject to City review and approval. Contractor may contact the Financial
2 Management Department, Budget Management Bureau at (562) 570-6425 for
3 assistance with the form.

4 20. ADVERTISING. Contractor shall not use the name of City, its officials
5 or employees in any advertising or solicitation for business, nor as a reference, without the
6 prior approval of the City Manager, City Engineer or designee.

7 21. AUDIT. City shall have the right at all reasonable times during
8 performance of the work under this Contract for a period of five (5) years after final
9 completion of the work to examine, audit, inspect, review, extract information from and
10 copy all books, records, accounts and other documents of Contractor relating to this
11 Contract.

12 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
13 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
14 no special precautions are required to perform said work.

15 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
16 parties to benefit themselves only and is not in any way intended or designed to or entered
17 for the purpose of creating any benefit or right of any kind for any person or entity that is
18 not a party to this Contract.

19 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
20 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
21 create any obligation on the part of City to pay any subcontractor except in accordance
22 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
23 with this Section shall be deemed a material breach of this Contract. A list of
24 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
25 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
26 reference.

27 25. NO DUTY TO INSPECT. No language in this Contract shall create
28 and City shall not have any duty to inspect, correct, warn of or investigate any condition

1 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
2 regulations relating to said work. If City does inspect or investigate, the results thereof
3 shall not be deemed compliance with or a waiver of any requirements of the Contract
4 Documents.

5 26. GOVERNING LAW. This Contract shall be governed by and
6 construed pursuant to the laws of the State of California (except those provisions of
7 California law pertaining to conflicts of laws).

8 27. INTEGRATION. This Contract, including the Contract Documents
9 identified in Section 3 hereof, constitutes the entire understanding between the parties and
10 supersedes all other agreements, oral or written, with respect to the subject matter herein.

11 28. NONDISCRIMINATION. In connection with performance of this
12 Contract and subject to federal laws, rules and regulations, Contractor shall not
13 discriminate in employment or in the performance of this Contract on the basis of race,
14 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
15 status, handicap or disability. It is the policy of the City to encourage the participation of
16 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
17 encourages Contractor to use its best efforts to carry out this policy in the award of all
18 subcontracts.

19 29. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
20 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
21 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach
22 Municipal Code, as amended from time to time.

23 A. During the performance of this Contract, the Contractor certifies
24 and represents that the Contractor will comply with the EBO. The Contractor agrees
25 to post the following statement in conspicuous places at its place of business
26 available to employees and applicants for employment:

27 "During the performance of a Contract with the City of Long Beach, the
28 Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of
3 Long Beach Business Services Division at 562-570-6200."

4 B. The failure of the Contractor to comply with the EBO will be
5 deemed to be a material breach of the Contract by the City.

6 C. If the Contractor fails to comply with the EBO, the City may
7 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to
8 become due under the Contract may be retained by the City. The City may also
9 pursue any and all other remedies at law or in equity for any breach.

10 D. Failure to comply with the EBO may be used as evidence
11 against the Contractor in actions taken pursuant to the provisions of Long Beach
12 Municipal Code 2.93 et seq., Contractor Responsibility.

13 E. If the City determines that the Contractor has set up or used its
14 contracting entity for the purpose of evading the intent of the EBO, the City may
15 terminate the Contract on behalf of the City. Violation of this provision may be used
16 as evidence against the Contractor in actions taken pursuant to the provisions of
17 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

18 30. PROJECT LABOR AGREEMENT. This Project is covered by a
19 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the
20 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory
21 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
22 worked. The local hire provision requires best efforts to utilize qualified workers residing
23 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
24 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
25 However, if Project work is funded in full or in part by State of California Tideland funds,
26 then the local hire provision requires best efforts to utilize qualified workers residing within
27 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the
28 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to

1 comply with the PLA.

2 31. DEFAULT. Default shall include but not be limited to Contractor's
3 failure to perform in accordance with the Plans and Specifications, failure to comply with
4 any Contract Document, failure to pay any penalties, fines or charges assessed against
5 Contractor by any public agency, failure to pay any charges or fees for services performed
6 by the City, and if Contractor has substituted any security in lieu of retention, then default
7 shall also include City's receipt of a stop notice. If default occurs and Contractor has
8 substituted any security in lieu of retention, then in addition to City's other legal remedies,
9 City shall have the right to draw on the security in accordance with Public Contract Code
10 Section 22300 and without further notice to Contractor. If default occurs and Contractor
11 has not substituted any security in lieu of retention, then City shall have all legal remedies
12 available to it.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

REYES CONSTRUCTION, INC., a California corporation

June 20, 2019

By Ricardo Jimenez
Name Ricardo Jimenez
Title Vice President

June 20, 2019

By Eduardo E. Gallardo
Name Eduardo E. Gallardo
Title Controller / Corp. Secretary

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"Contractor"

CITY OF LONG BEACH, a municipal corporation

July 10, 2019

By [Signature]
City Manager

"City"

This Contract is approved as to form on July 3, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

Awarded: Whole Bid

Bid Results for Project Naples Island Permanent Seawall Repair - Phase 2 (R-7142)

Item	Section	Description	Reference	Unit of Measure	Quantity	Reyes Construction,	Reyes Construction, Inc. - Line Total
1	Base Bid - Option A	Mobilization/Demobilization		LS	1	\$850,000.00	\$850,000.00
2	Base Bid - Option A	Fencing		LS	1	\$1,000.00	\$1,000.00
3	Base Bid - Option A	Monument reset		EA	15	\$500.00	\$7,500.00
4	Base Bid - Option A	Install and maintain silt curtain		LS	1	\$42,000.00	\$42,000.00
5	Base Bid - Option A	Install and maintain floating debris curtain		LS	1	\$25,000.00	\$25,000.00
6	Base Bid - Option A	Native invertebrate removal and relocation		LS	1	\$9,000.00	\$9,000.00
7	Base Bid - Option A	Conduct vibration and noise monitoring		LS	1	\$140,000.00	\$140,000.00
8	Base Bid - Option A	Installation of temporary security fencing		LS	1	\$28,000.00	\$28,000.00
9	Base Bid - Option A	Install waterside signage		EA	3	\$1,700.00	\$5,100.00
10	Base Bid - Option A	Install landside signage		EA	3	\$900.00	\$2,700.00
11	Base Bid - Option A	Remove/stage gangways		EA	18	\$1,000.00	\$18,000.00
12	Base Bid - Option A	Remove/stage existing docks and remove associated pipe moorings		EA	12	\$1,850.00	\$22,200.00
13	Base Bid - Option A	Remove and dispose of existing guardrail		LF	1423	\$10.00	\$14,230.00
14	Base Bid - Option A	Remove/stage float access platforms		EA	12	\$685.00	\$8,220.00
15	Base Bid - Option A	Demolish existing 1967 pile cap extension (phase 1)		LF	1423	\$90.00	\$128,070.00
16	Base Bid - Option A	Demolish 3' wide section of existing pile cap (phase 2)		LF	1423	\$55.00	\$78,265.00
17	Base Bid - Option A	Cut private utilities		EA	18	\$785.00	\$14,130.00
18	Base Bid - Option A	Demolish existing sidewalk and hardscape		SF	17076	\$6.00	\$102,456.00
19	Base Bid - Option A	Remove Trees		EA	14	\$2,000.00	\$28,000.00
20	Base Bid - Option A	Water Valve Box Relocation - Colonnade		LS	1	\$3,300.00	\$3,300.00
21	Base Bid - Option A	% Copper Water Line		LF	180	\$33.00	\$5,940.00
22	Base Bid - Option A	% PVC Conduit with Pull String - Electrical		LF	180	\$122.00	\$21,960.00
23	Base Bid - Option A	1.5" PVC Conduit with Pull String - Spare		LF	180	\$64.00	\$11,520.00
24	Base Bid - Option A	Potholing		LS	1	\$17,200.00	\$17,200.00
25	Base Bid - Option A	Furnish Sheet Pile (NZ28 700)		Ton	1172	\$2,055.00	\$2,408,460.00
26	Base Bid - Option A	Install New Steel Sheet Pile (NZ28 700)		SF	68368	\$16.50	\$1,128,072.00
27	Base Bid - Option A	Power wash existing seawall		SF	18499	\$3.00	\$55,497.00
28	Base Bid - Option A	Place Concrete Grout		CY	729	\$286.00	\$208,494.00
29	Base Bid - Option A	Construct Cap		CY	347	\$1,770.00	\$614,190.00
30	Base Bid - Option A	Modify FAP and reinstall FAP & Gangway		EA	10	\$1,770.00	\$17,700.00
31	Base Bid - Option A	Fabricate and install float access platform support		EA	18	\$4,535.00	\$81,630.00
32	Base Bid - Option A	Install new pipe moorings		EA	31	\$2,380.00	\$73,780.00
33	Base Bid - Option A	Fabricate and install ladders		EA	8	\$9,445.00	\$75,560.00
34	Base Bid - Option A	Reinstall gangways		EA	10	\$1,650.00	\$16,500.00
35	Base Bid - Option A	Pull existing piles		EA	31	\$2,970.00	\$92,070.00
36	Base Bid - Option A	Install pea gravel in void		CY	22	\$1,230.00	\$27,060.00
37	Base Bid - Option A	Dispose of piles		LF	1240	\$2.00	\$2,480.00
38	Base Bid - Option A	Re-install docks		EA	16	\$1,460.00	\$23,360.00
39	Base Bid - Option A	Install 14" square conc. dock guide piles		EA	24	\$6,400.00	\$153,600.00
40	Base Bid - Option A	Install 16.5" diam. conc. dock guide piles		EA	4	\$7,550.00	\$30,200.00
41	Base Bid - Option A	Install new guardrail		LF	1423	\$165.00	\$234,795.00
42	Base Bid - Option A	Install new guardrail gate		EA	18	\$3,500.00	\$63,000.00
43	Base Bid - Option A	Install new lighting with electrical		EA	14	\$13,365.00	\$187,110.00
44	Base Bid - Option A	Power to pump stations		LS	1	\$84,500.00	\$84,500.00
45	Base Bid - Option A	Grade and compact soil		SF	17076	\$2.00	\$34,152.00
46	Base Bid - Option A	Imported borrow		CY	316	\$230.00	\$72,680.00
47	Base Bid - Option A	Install 10" HDPE storm drain pipe		LF	1263	\$150.00	\$189,450.00
48	Base Bid - Option A	Install 12" HDPE storm drain pipe		LF	240	\$200.00	\$48,000.00
49	Base Bid - Option A	Install 15" HDPE storm drain pipe		LF	12	\$200.00	\$2,400.00
50	Base Bid - Option A	Install 27" RCP		LF	333	\$800.00	\$266,400.00
51	Base Bid - Option A	Install catch basins (24" x 24")		EA	4	\$6,635.00	\$26,540.00
52	Base Bid - Option A	Install catch basins (18" x 18")		EA	26	\$5,400.00	\$140,400.00
53	Base Bid - Option A	Install pump station at Colonnade		LS	1	\$274,000.00	\$274,000.00
54	Base Bid - Option A	Install pump station at Peninsula		LS	1	\$181,000.00	\$181,000.00
55	Base Bid - Option A	Construct new sidewalk/curb (Parkway)		SF	8538	\$24.00	\$204,912.00
56	Base Bid - Option A	No description. Enter "0"		EA	0	\$0.00	\$0.00
57	Base Bid - Option A	No description. Enter "0"		EA	0	\$0.00	\$0.00
58	Base Bid - Option A	Cap storm drain lines		EA	5	\$1,200.00	\$6,000.00
59	Base Bid - Option A	Plant Trees		EA	14	\$4,800.00	\$67,200.00
60	Base Bid - Option A	Soil Testing/Amendment		LS	1	\$6,400.00	\$6,400.00
61	Base Bid - Option A	Install irrigation on Colonnade (with Electrical)		LS	1	\$70,000.00	\$70,000.00
62	Base Bid - Option A	Install sod at Colonnade		SF	9200	\$1.50	\$13,800.00
63	Base Bid - Option A	Grind/Replace Asphalt		SF	700	\$6.00	\$4,200.00
64	Base Bid - Option A	Install 2" of decomposed granite at street ends		SF	37	\$35.00	\$1,295.00
65	Bid Additive 1 - Option B	Fencing		LS	1	\$1,000.00	\$1,000.00
66	Bid Additive 1 - Option B	Monument reset		EA	5	\$500.00	\$2,500.00

67	Bid Additive 1 - Option B	Install and maintain silt curtain	LS	1	\$22,000.00	\$22,000.00
68	Bid Additive 1 - Option B	Install and maintain floating debris curtain	LS	1	\$16,000.00	\$16,000.00
69	Bid Additive 1 - Option B	Native invertebrate removal and relocation	LS	1	\$9,000.00	\$9,000.00
70	Bid Additive 1 - Option B	Conduct vibration and noise monitoring	LS	1	\$28,000.00	\$28,000.00
71	Bid Additive 1 - Option B	Installation of temporary security fencing	LS	1	\$3,700.00	\$3,700.00
72	Bid Additive 1 - Option B	Install waterside signage	EA	3	\$1,700.00	\$5,100.00
73	Bid Additive 1 - Option B	Install landside signage	EA	3	\$900.00	\$2,700.00
74	Bid Additive 1 - Option B	Remove/stage gangways	EA	5	\$1,450.00	\$7,250.00
75	Bid Additive 1 - Option B	Remove/stage existing docks and remove associated pipe mooring	EA	5	\$1,900.00	\$9,500.00
76	Bid Additive 1 - Option B	Remove and dispose of existing guardrail	LF	215	\$25.00	\$5,375.00
77	Bid Additive 1 - Option B	Remove/stage float access platforms	EA	5	\$1,400.00	\$7,000.00
78	Bid Additive 1 - Option B	Demolish existing 1967 pile cap extension (phase 1)	LF	215	\$114.00	\$24,510.00
79	Bid Additive 1 - Option B	Demolish 3" wide section of existing pile cap (phase 2)	LF	215	\$67.00	\$14,405.00
80	Bid Additive 1 - Option B	Cut private utilities	EA	5	\$610.00	\$3,050.00
81	Bid Additive 1 - Option B	Demolish existing sidewalk and hardscape	SF	2580	\$9.00	\$23,220.00
82	Bid Additive 1 - Option B	Remove Trees	EA	3	\$2,400.00	\$7,200.00
83	Bid Additive 1 - Option B	Water Valve Box Relocation	LS	1	\$3,300.00	\$3,300.00
84	Bid Additive 1 - Option B	No description. Enter "0"	EA	0	\$0.00	\$0.00
85	Bid Additive 1 - Option B	No description. Enter "0"	EA	0	\$0.00	\$0.00
86	Bid Additive 1 - Option B	¾" Copper Water Line	LF	50	\$70.00	\$3,500.00
87	Bid Additive 1 - Option B	¾" PVC Conduit with Pull String - Electrical	LF	50	\$156.00	\$7,800.00
88	Bid Additive 1 - Option B	1.5" PVC Conduit with Pull String - Spare	LF	50	\$98.00	\$4,900.00
89	Bid Additive 1 - Option B	Potholing	LS	1	\$3,100.00	\$3,100.00
90	Bid Additive 1 - Option B	Furnish Sheet Pile (NZ28 700)	Ton	177	\$2,450.00	\$433,650.00
91	Bid Additive 1 - Option B	Install New Steel Sheet Pile (NZ28 700)	SF	10329	\$34.00	\$351,186.00
92	Bid Additive 1 - Option B	Power wash existing seawall	SF	2795	\$4.00	\$11,180.00
93	Bid Additive 1 - Option B	Place Concrete Grout	CY	110	\$340.00	\$37,400.00
94	Bid Additive 1 - Option B	Construct Cap	CY	53	\$3,300.00	\$174,900.00
95	Bid Additive 1 - Option B	Modify FAP and reinstall FAP & Gangway	EA	4	\$3,550.00	\$14,200.00
96	Bid Additive 1 - Option B	Fabricate and install float access platform support	EA	5	\$5,550.00	\$27,750.00
97	Bid Additive 1 - Option B	Install new pipe moorings	EA	1	\$3,230.00	\$3,230.00
98	Bid Additive 1 - Option B	Fabricate and install ladders	EA	1	\$11,200.00	\$11,200.00
99	Bid Additive 1 - Option B	Reinstall gangways	EA	4	\$2,350.00	\$9,400.00
100	Bid Additive 1 - Option B	Pull existing piles	EA	7	\$6,130.00	\$42,910.00
101	Bid Additive 1 - Option B	Install pea gravel in void	CY	6	\$1,680.00	\$10,080.00
102	Bid Additive 1 - Option B	Dispose of piles	LF	280	\$2.00	\$560.00
103	Bid Additive 1 - Option B	Re-install docks	EA	5	\$1,700.00	\$8,500.00
104	Bid Additive 1 - Option B	Install 14" square conc. dock guide piles	EA	7	\$10,400.00	\$72,800.00
105	Bid Additive 1 - Option B	Install new guardrail	LF	215	\$222.00	\$47,730.00
106	Bid Additive 1 - Option B	Install new guardrail gate	EA	5	\$3,500.00	\$17,500.00
107	Bid Additive 1 - Option B	Install new lighting with electrical	EA	2	\$75,000.00	\$150,000.00
108	Bid Additive 1 - Option B	Grade and compact soil	SF	2580	\$4.00	\$10,320.00
109	Bid Additive 1 - Option B	Imported borrow	CY	78	\$310.00	\$24,180.00
110	Bid Additive 1 - Option B	Install 15" HDPE storm drain pipe	LF	0	\$0.00	\$0.00
111	Bid Additive 1 - Option B	Install catch basins at street ends	EA	1	\$7,200.00	\$7,200.00
112	Bid Additive 1 - Option B	Construct new sidewalk/curb (Parkway)	SF	1290	\$37.00	\$47,730.00
113	Bid Additive 1 - Option B	Plant Trees	EA	3	\$4,500.00	\$13,500.00
114	Bid Additive 1 - Option B	Grind/Replace Asphalt	SF	200	\$12.00	\$2,400.00
115	Bid Additive 1 - Option B	Install 2" of decomposed granite at street ends	SF	178	\$15.00	\$2,670.00
					Subtotal	\$1,746,286.00
116	Bid Additive 2 - Option C	Fencing	LS	1	\$1,000.00	\$1,000.00
117	Bid Additive 2 - Option C	Monument reset	EA	5	\$500.00	\$2,500.00
118	Bid Additive 2 - Option C	Install and maintain silt curtain	LS	1	\$30,000.00	\$30,000.00
119	Bid Additive 2 - Option C	Install and maintain floating debris curtain	LS	1	\$20,000.00	\$20,000.00
120	Bid Additive 2 - Option C	Native invertebrate removal and relocation	LS	1	\$9,000.00	\$9,000.00
121	Bid Additive 2 - Option C	Conduct vibration and noise monitoring	LS	1	\$37,000.00	\$37,000.00
122	Bid Additive 2 - Option C	Installation of temporary security fencing	LS	1	\$4,000.00	\$4,000.00
123	Bid Additive 2 - Option C	Install waterside signage	EA	3	\$1,700.00	\$5,100.00
124	Bid Additive 2 - Option C	Install landside signage	EA	3	\$900.00	\$2,700.00
125	Bid Additive 2 - Option C	Remove/stage gangways	EA	9	\$1,660.00	\$14,940.00
126	Bid Additive 2 - Option C	Remove/stage existing docks and remove associated pipe mooring	EA	11	\$1,750.00	\$19,250.00
127	Bid Additive 2 - Option C	Remove and dispose of existing guardrail	LF	510	\$16.00	\$8,160.00
128	Bid Additive 2 - Option C	Remove/stage float access platforms	EA	11	\$860.00	\$9,460.00
129	Bid Additive 2 - Option C	Demolish existing 1967 pile cap extension (phase 1)	LF	510	\$116.00	\$59,160.00
130	Bid Additive 2 - Option C	Demolish 3" wide section of existing pile cap (phase 2)	LF	510	\$69.00	\$35,190.00
131	Bid Additive 2 - Option C	Cut private utilities	EA	11	\$1,000.00	\$11,000.00
132	Bid Additive 2 - Option C	Demolish existing sidewalk and hardscape	SF	6120	\$8.00	\$48,960.00
133	Bid Additive 2 - Option C	Water Valve Box Relocation	LS	1	\$3,300.00	\$3,300.00
134	Bid Additive 2 - Option C	¾" Copper Water Line	LF	110	\$67.00	\$7,370.00
135	Bid Additive 2 - Option C	¾" PVC Conduit with Pull String - Electrical	LF	110	\$134.00	\$14,740.00

136	Bid Additive 2 - Option C	1.5" PVC Conduit with Pull String - Spare	LF	110	\$72.00	\$7,920.00
137	Bid Additive 2 - Option C	Potholing	LS	1	\$3,100.00	\$3,100.00
138	Bid Additive 2 - Option C	Furnish Sheet Pile (NZ28 700)	Ton	420	\$2,250.00	\$945,000.00
139	Bid Additive 2 - Option C	Install New Steel Sheet Pile (NZ28 700)	SF	24503	\$25.50	\$624,826.50
140	Bid Additive 2 - Option C	Power wash existing seawall	SF	6630	\$3.00	\$19,890.00
141	Bid Additive 2 - Option C	Place Concrete Grout	CY	261	\$320.00	\$83,520.00
142	Bid Additive 2 - Option C	Construct Cap	CY	124	\$2,550.00	\$316,200.00
143	Bid Additive 2 - Option C	Modify FAP and reinstall FAP & Gangway	EA	4	\$3,550.00	\$14,200.00
144	Bid Additive 2 - Option C	Fabricate and install float access platform support	EA	11	\$5,250.00	\$57,750.00
145	Bid Additive 2 - Option C	Install new pipe moorings	EA	8	\$2,770.00	\$22,160.00
146	Bid Additive 2 - Option C	Fabricate and install ladders	EA	7	\$10,500.00	\$73,500.00
147	Bid Additive 2 - Option C	Reinstall gangways	EA	4	\$2,350.00	\$9,400.00
148	Bid Additive 2 - Option C	Pull existing piles	EA	23	\$3,530.00	\$81,190.00
149	Bid Additive 2 - Option C	Install pea gravel in void	CY	20	\$1,300.00	\$26,000.00
150	Bid Additive 2 - Option C	Dispose of piles	LF	920	\$3.00	\$2,760.00
151	Bid Additive 2 - Option C	Re-install docks	EA	10	\$1,460.00	\$14,600.00
152	Bid Additive 2 - Option C	Install 14" square conc. dock guide piles	EA	15	\$7,800.00	\$117,000.00
153	Bid Additive 2 - Option C	Install 16.5" diam. conc. dock guide piles	EA	10	\$7,700.00	\$77,000.00
154	Bid Additive 2 - Option C	Install new guardrail	LF	510	\$200.00	\$102,000.00
155	Bid Additive 2 - Option C	Install new guardrail gate	EA	11	\$3,500.00	\$38,500.00
156	Bid Additive 2 - Option C	Install new lighting with electrical	EA	2	\$25,600.00	\$51,200.00
157	Bid Additive 2 - Option C	Grade and compact soil	SF	6120	\$3.00	\$18,360.00
158	Bid Additive 2 - Option C	Imported borrow	CY	83	\$400.00	\$33,200.00
159	Bid Additive 2 - Option C	Install 10" HDPE storm drain pipe	LF	0	\$0.00	\$0.00
160	Bid Additive 2 - Option C	Install 12" HDPE storm drain pipe	LF	303	\$250.00	\$75,750.00
161	Bid Additive 2 - Option C	Install 15" HDPE storm drain pipe	LF	219	\$310.00	\$67,890.00
162	Bid Additive 2 - Option C	Install catch basins (24" x 24")	EA	2	\$5,800.00	\$11,600.00
163	Bid Additive 2 - Option C	Install catch basins (18" x 18")	EA	6	\$5,700.00	\$34,200.00
164	Bid Additive 2 - Option C	Install catch basins at street ends	EA	2	\$5,200.00	\$10,400.00
165	Bid Additive 2 - Option C	Construct new sidewalk/curb (Parkway)	SF	2472	\$30.00	\$74,160.00
166	Bid Additive 2 - Option C	Grind/Replace Asphalt	SF	560	\$6.00	\$3,360.00
167	Bid Additive 2 - Option C	Install 2" of decomposed granite at street ends	SF	350	\$14.00	\$4,900.00
					Subtotal	\$3,364,366.50
					Total	\$13,881,330.50

EXHIBIT B

Workers Compensation Certificate

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Reyes Construction Inc.

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor

Ricardo James

Title: Vice President

Date: 4/2/2019

EXHIBIT C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: UB-7J448230-18-26-6
- B. Name of Insurer (NOT Broker): Travelers
- C. Address of Insurer: 21688 Gateway Center Drive Diamond Bar, CA 91765
- D. Telephone Number of Insurer: 909.612.3609

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): See attachment
- B. Automobile Liability Insurance Policy Number: DT810-36887489
- C. Name of Insurer (NOT Broker): Travelers Insurance
- D. Address of Insurer: 21688 Gateway Center Drive
Diamond Bar, CA 91765
- E. Telephone Number of Insurer: (909) 612-3609

3) Address of Property used to house workers on this Contract, if any: N/A

4) Estimated total number of workers to be employed on this Contract: 20

5) Estimated total wages to be paid those workers: \$2,900,000

6) Dates (or schedule) when those wages will be paid: Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: 0

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Marina Landscape</u>	Type of Work	<u>Landscape</u>
Address	<u>3707 W. Garden Grove Blvd.</u>		
City	<u>Orange</u>	Dollar Value of Subcontract	<u>\$ 137,140⁻</u>
Phone No.	<u>714. 939. 6600</u>		
License No.	<u>492862</u>	DIR Registration No.	<u>1 000 000 79</u>
Name	<u>Allied Steel Co.</u>	Type of Work	<u>Guard Rail</u>
Address	<u>1027 Palmyrita Ave.</u>		
City	<u>Riverside</u>	Dollar Value of Subcontract	<u>\$ 436,100⁻</u>
Phone No.	<u>951. 241. 7000</u>		
License No.	<u>164718</u>	DIR Registration No.	<u>1 00000 6550</u>
Name	<u>Blue Iron</u>	Type of Work	<u>Drive Sheet Pile</u>
Address	<u>3545 Carlin Dr</u>		
City	<u>West Sacramento</u>	Dollar Value of Subcontract	<u>\$ 568,572⁻</u>
Phone No.	<u>916. 441. 3538</u>		
License No.	<u>100 9464</u>	DIR Registration No.	<u>1 00000 4297</u>
Name	<u>MSL Electric, Inc.</u>	Type of Work	<u>Electrical</u>
Address	<u>2918 E. La Jolla St.</u>		
City	<u>Anaheim</u>	Dollar Value of Subcontract	<u>\$ 404,320⁻</u>
Phone No.	<u>714. 693. 4837</u>		
License No.	<u>822450</u>	DIR Registration No.	<u>1 000 000 550</u>
Name	<u>Monroy Steel Inc.</u>	Type of Work	<u>Rebar</u>
Address	<u>400 N. Mountain Ave, Ste 224</u>		
City	<u>Claremont</u>	Dollar Value of Subcontract	<u>\$ 292,000⁻</u>
Phone No.	<u>909. 957. 0377</u>		
License No.	<u>850500</u>	DIR Registration No.	<u>1 0000 15247</u>

APPENDIX "A"

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Payment Bond
No. 7660849

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **REYES CONSTRUCTION, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Naples Island Permanent Seawall Repair-Phase 2**, as described in Specification R-7142, Addenda and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland & * admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Thirteen Million Eight Hundred Eighty-One Thousand Three Hundred Thirty-One Dollars (\$13,881,331)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally. * Zurich American Insurance Company

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 24th day of June, 2019.

Fidelity and Deposit Company of Maryland & Zurich American Insurance Company

By: [Signature]
Name: Jase Hamilton
Title: Attorney-in-Fact
Address: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196
Telephone: 213-270-0716

Jase Hamilton
Attorney-in-Fact
[Signature]
Signature

Reves Construction, Inc., a California corporation

By: [Signature]
Name: Ricardo Jimenez
Title: Vice President
By: [Signature]
Name: Edwards E. Colwell
Title: Controller/Corp Secretary

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

July 3, 2019
Approved as to form.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

July 10, 2019
Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation
By: [Signature]
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On JUN 24 2019 before me, Shannen Sigman, Notary Public,
(Here insert name and title of the officer)

personally appeared Jase Hamilton,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he ~~he~~/she/they executed the same in his ~~his~~/her/their authorized capacity(ies), and that by his ~~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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, -is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ____ day of JUN 24 2019.

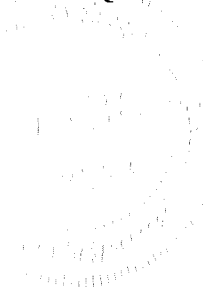
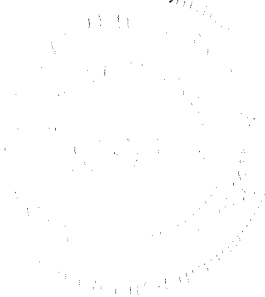


Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James P. SCHABARUM II, Jeffrey W. CAVIGNAC, Jase HAMILTON, Brittany ACEVES and Erin A. GREENE, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of June, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



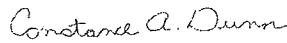
By: 
Assistant Secretary
Dawn E. Brown


Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 17th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

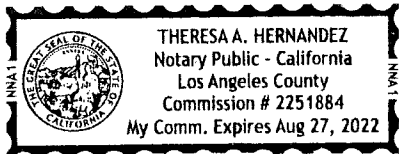
State of California

County of Los Angeles }

On June 24, 2019 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Jimenez and Eduardo E. Gallardo
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: Theresa A. Hernandez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

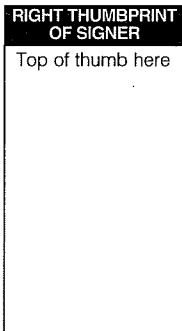
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

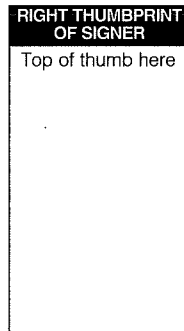
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Premium is for Contract Term and is subject to adjustment based on the Final Contract Price.

Performance Bond
No. 7660849

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to **REYES CONSTRUCTION, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Naples Island Permanent Seawall Repair-Phase 2**, as described in Specification No.: R-7142, Addenda related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland & Zurich American Insurance- Company
an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Thirteen Million Eight Hundred Eighty-One Thousand Three Hundred Thirty-One Dollars (\$13,881,331)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 24th day of June, 2019.

Fidelity and Deposit Company of Maryland & Zurich American Insurance Company

By: [Signature]
 Surety Name
 Signature
 Name: Jase Hamilton
 Printed Name
 Title: Attorney-in-Fact

Reves Construction, Inc., a California corporation
 By: [Signature]
 Signature
 Name: Ricardo Jimenez
 Printed Name
 Title: Vice President

Address: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196
 Telephone: 213-270-0716

By: [Signature]
 Signature
 Name: Eduardo E. Galardo
 Printed Name
 Title: Controller / Corp. Secretary

[Signature]
 Jase Hamilton
 Attorney-in-Fact
 Signature

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

[Signature], 2019
 Approved as to form.

[Signature], 2019
 Approved as to sufficiency.

CHARLES PARKIN, City Attorney
 By: [Signature]
 Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation
 By: [Signature]
 City Manager/City Engineer

- NOTE:
1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
 2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officer's listed in Section 313, California Corporations Code.

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On JUN 24 2019 before me, Shannen Sigman, Notary Public,
(Here insert name and title of the officer)

personally appeared Jase Hamilton,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.



Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- _____ (Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **ROBERT D. MURRAY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James P. SCHABARUM II, Jeffrey W. CAVIGNAC, Jase HAMILTON, Brittany ACEVES and Erin A. GREENE, all of San Diego, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.


IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 17th day of June, A.D. 2019.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Dawn E. Brown

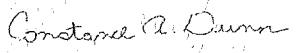

Vice President
Robert D. Murray

State of Maryland
County of Baltimore

On this 17th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **ROBERT D. MURRAY, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this ___ day of JUN 24 2019 20__.



Brian M. Hodges

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

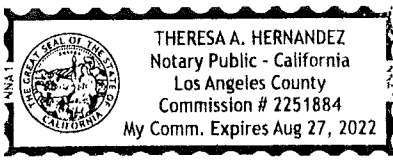
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On June 24, 2019 before me, Theresa A. Hernandez, Notary Public

personally appeared Ricardo Jimenez and Eduardo E. Gallardo
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 Theresa A. Hernandez
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:
Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing: