

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

1 CONTRACT

2 **36289**

3 THIS CONTRACT is made and entered, in duplicate, as of May 25, 2022 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on May 24, 2022, by and between REYES
6 CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 1383
7 South Signal Drive, Pomona, California 91766, and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, pursuant to a Notice Inviting Bids for Construction of the
10 Colorado Lagoon Open Channel Phase 2A Project in the City of Long Beach, California,
11 dated December 7, 2021, and published by City, bids were received, publicly opened and
12 declared on the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract
15 with Contractor for the work described in Project Plans and Specifications No. 3002120001
16 REBID;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 work described in Project Plans and Specifications No. 3002120001 REBID for the
22 Construction of the Colorado Lagoon Open Channel Phase 2A Project (Project) in the City
23 of Long Beach, California, said work to be performed according to the Contract Documents
24 identified below. However, this Contract is intended to provide to City complete and
25 finished work and, to that end, Contractor shall do everything necessary to complete the
26 work, whether or not specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

28 A. City shall pay to Contractor the amount(s) for materials and

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work identified in Contractor's Bid for Construction of the Colorado Lagoon Open Channel Phase 2A Project in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of Twenty Million Eight Hundred Seventeen Thousand Six Hundred Dollars (\$20,817,600) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. 3002120001 REBID (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. B-4775 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent ("Contract Documents"). These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

1 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
2 if any conflict or inconsistency exists or develops among or between Contract
3 Documents, the following priority shall govern: 1) Permit(s) from other public
4 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
5 hereto); 4) Addenda (which shall include written clarifications, corrections and
6 changes to the bid documents and other types of written notices issued prior to bid
7 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
8 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
9 3.A. of the Greenbook); 9) other reference specifications; 10) other reference
10 plans; 11) the Bid; and 12) the Notice Inviting Bids.

11 4. TIME FOR CONTRACT. Contractor shall commence work on a date
12 to be specified in a written Notice to Proceed from City and shall complete all work within
13 five hundred forty-five (545) calendar days thereafter, subject to strikes, lockouts and
14 events beyond the control of Contractor. Time is of the essence hereunder. City will suffer
15 damage if the work is not completed within the time stated, but those damages would be
16 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
17 damages, the amount stated in the Contract Documents.

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

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

27 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
28 upon City by Contractor for and on account of any extra or additional work performed or

1 materials furnished, unless such extra or additional work or materials shall have been
2 expressly required by the City Manager and the quantities and price thereof shall have
3 been first agreed upon, in writing, by the parties hereto.

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

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

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

17 10. WORK DAY. Contractor shall comply with Sections 1810 through
18 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
19 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by
20 Contractor or any subcontractor for each calendar day such worker is required or permitted
21 to work more than eight (8) hours unless that worker receives compensation in accordance
22 with Section 1815.

23 11. PREVAILING WAGE RATES. Contractor is directed to pay the
24 general rate of per diem wages for each craft, classification, or type of worker needed to
25 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
26 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean
27 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
28 interested party upon request. Contractor is required to post a copy of the determination of

1 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section
2 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)
3 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
4 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
5 work done by Contractor, or any subcontractor, under this Contract. The difference
6 between the prevailing wage rates and the amount paid to each worker for each calendar
7 day or portion thereof for which each worker was paid less than the prevailing wage rate
8 shall be paid to each worker by the Contractor or subcontractor.

9 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

10 Contractor is advised that this work constitutes a public work of improvement subject to
11 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
12 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid
13 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public
14 contract Code, or engage in the performance of any contract for public work, as defined in
15 the California Labor Code, unless currently registered and qualified to perform public work
16 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into
17 without proof of the Contractor's (or subcontractor's) current registration to perform public
18 work pursuant to Section 1725.5. All work conducted in support of this public work of
19 improvement is subject to compliance monitoring and enforcement by the Department of
20 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in
21 the California Labor Code Section 1777.5 and will be responsible for subcontractor
22 apprenticeship compliance to the same.

23 13. CERTIFIED PAYROLL RECORDS.

24 A. Pursuant to the provisions of Labor Code Section 1776,
25 Contractor shall keep and shall cause each subcontractor performing any portion of
26 the work under this Contract to keep an accurate payroll record, showing the name,
27 address, social security number, work classification, straight time and overtime
28 hours worked each day and week, and the actual per diem wages paid to each

1 journeyman, apprentice, worker, or other employee employed by Contractor or
2 subcontractor in connection with the work. Such payroll records for Contractor and
3 all subcontractors shall be certified and shall be available for inspection at all
4 reasonable hours at the principal office of Contractor pursuant to the provisions of
5 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
6 or City's authorized Labor Compliance representative in the manner provided herein
7 for notices shall entitle City to withhold the penalty prescribed by law from progress
8 payments due to Contractor.

9 B. Contractor shall submit to the City certified payroll records for
10 Contractor and all subcontractors performing any portion of the work under this
11 Contract on a monthly basis. Certified payroll records for Contractor and all
12 subcontractors shall be maintained during the course of the work and shall be kept
13 by Contractor for at least three (3) years after completion of the work.

14 C. The foregoing is in addition to, and not in lieu of, any other
15 requirements or obligations established and imposed by any department of the City
16 with regard to submission and retention of certified payroll records for Contractor
17 and subcontractors.

18 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

19 A. If the work is terminated pursuant to an order of any Federal or
20 State authority, Contractor shall accept as full and complete compensation under
21 this Contract such amount of money as will equal the product of multiplying the
22 Contract price stated herein by the percentage of work completed by Contractor as
23 of the date of such termination, and for which Contractor has not been paid. If the
24 work is so terminated, the City Engineer, after consultation with Contractor, shall
25 determine the percentage of work completed and the determination of the City
26 Engineer shall be final.

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties City
2 may by resolution of the City Council suspend performance hereunder until the
3 cause of disability is removed, extend the time for performance, make changes in
4 the character of the work or materials, or terminate this Contract without liability to
5 either party.

6 15. NOTICES.

7 A. Any notice required hereunder shall be in writing and personally
8 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
9 Contractor at the address first stated herein, and to the City at 411 West Ocean
10 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
11 address shall be given in the same manner as stated herein for other notices. Notice
12 shall be deemed given on the date deposited in the mail or on the date personal
13 delivery is made, whichever first occurs.

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

17 16. BONDS. Contractor shall, simultaneously with the execution of this
18 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
19 form attached hereto and in the amount specified therein, conditioned upon the faithful
20 performance of this Contract by Contractor, and a good and sufficient corporate surety
21 bond, in the form attached hereto and in the amount specified therein, conditioned upon
22 the payment of all labor and material claims incurred in connection with this Contract.

23 17. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
24 of the moneys that may become due Contractor hereunder may be assigned by Contractor
25 without the written consent of City first had and obtained, nor will City recognize any
26 subcontractor as such, and all persons engaged in the work of construction will be
27 considered as independent contractors or agents of Contractor and will be held directly
28 responsible to Contractor.

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

9 19. CONTINUATION. Termination or expiration of this Contract shall not
10 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
11 prior to termination or expiration of this Contract.

12 20. TAXES AND TAX REPORTING.

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

21 B. Contractor shall cooperate with City in all matters relating to
22 taxation and the collection of taxes, particularly with respect to the self-accrual of
23 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
24 materials, equipment, supplies, or other tangible personal property totaling over One
25 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
26 qualified Contractor shall complete and submit to the appropriate governmental
27 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts
28 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor

1 shall obtain a sub-permit from the California Department of Tax and Fee
2 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor
3 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible
4 personal property that was subject to sales or use tax in the previous calendar year.

5 C. Contractor shall create and operate a buying company, as
6 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
7 Five Million Dollars (\$5,000,000.00) in tangible personal property subject to
8 California sales and use tax.

9 D. In completing the form and obtaining the permit(s), Contractor
10 shall use the address of the Work site as its business address and may use any
11 address for its mailing address. Copies of the form and permit(s) shall also be
12 delivered to the City Engineer. The form must be submitted and the permit(s)
13 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
14 order any materials or equipment over One Hundred Thousand Dollars
15 (\$100,000.00) from vendors outside California until the form is submitted and the
16 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
17 Contract. In addition, Contractor shall make all purchases from the Long Beach
18 sales office of its vendors if those vendors have a Long Beach office and all
19 purchases made by Contractor under this Contract which are subject to use tax of
20 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
21 of Long Beach. Contractor shall require the same cooperation with City, with
22 regards to subsections B, C and D under this section (including forms and permits),
23 from its subcontractors and any other subcontractors who work directly or indirectly
24 under 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. 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 31. 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. In addition, there is a provision with a goal of ten
28 percent (10%) to hire Transitional Workers and Veterans. Contractor shall complete and

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana Beach, CA 90802-4664

1 deliver to City the form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated
2 by reference, to comply with the PLA. Contractor agrees to work with the City and its
3 selected Independent Jobs Coordinator, if applicable, to promote the local hiring goals and
4 objectives of the PLA.

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

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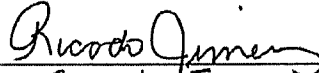
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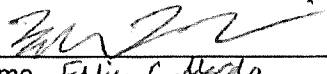
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

REYES CONSTRUCTION, INC., a California corporation

May 25, 2022

By 
Name Ricardo Jimenez
Title President

May 25, 2022

By 
Name Eric Galardo
Title CEO / Corp. Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

June 10, 2022

By 
City Manager

"City"

This Contract is approved as to form on June 9, 2022.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

CHARLES PARKIN, City Attorney

By 
Deputy

EXHIBIT A

Awarded: Base Bid plus ADD #1
 $\$20,158,800 + \$658,800 = \$20,817,600$

BIDDER'S NAME: Reyes Construction Inc.

**BID TO THE CITY OF LONG BEACH
COLORADO LAGOON OPEN CHANNEL PHASE 2A**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on **Friday, January 14, 2022, at 3:00 p.m.**, we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans (Drawing Set No. B-4775) and Specifications No. 3002120001 ReBid at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

The basis of comparison to determine the low bid is the Base Bid Total, plus Additive Bid Item ADD-1.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization (Not to exceed 3.5% of total base bid amount for Items 2-38)	1	LS	700,000	700,000
2	Environmental Controls	1	LS	1,664,000	1,664,000
3	Traffic Controls	1	LS	150,000	150,000
4	Surveying	1	LS	200,000	200,000
5	Site Clearing	1	LS	500,000	500,000
6	Selected Site Demolition, Management, Transport, and Disposal	1	LS	500,000	500,000
7	Comfort Station Abatement, Demolition, Management, Transport, and Disposal	1	LS	50,000	50,000
8	Demolition, Transport, and Disposal of Asphalt Pavement	4,300	TON	23.00	98,900
9	Demolition, Transport, and Disposal of Concrete Pavement	1,200	TON	45.00	54,000
10	Removal and Salvage of Identified Items	1	LS	83,000	83,000
11	Sanitary Sewer Demolition and Construction, East Colorado Street	1	LS	2,540,000	2,540,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12	Storm Drains Demolition and Construction, East Colorado Street	1	LS	950,000	950,000
13	Other Utilities Demolition and Coordination, East Colorado Street	1	LS	150,000	150,000
14	Road Construction, East Colorado Street	1	LS	900,000	900,000
15	RCB Construction, East Colorado Street	1	LS	1,700,000	1,700,000
16	Wingwall and Retaining Wall Construction, East Colorado Street	1	LS	651,000	651,000
17	Temporary Culvert-Diversion, East Eliot Street	1	LS	90,000	90,000
18	Storm Drains Demolition and Construction, East Eliot Street	1	LS	420,000	420,000
19	Other Utilities Demolition and Coordination, East Eliot Street	1	LS	120,000	120,000
20	Road Construction, East Eliot Street	1	LS	700,000	700,000
21	RCB Construction, East Eliot Street	1	LS	1,250,000	1,250,000
22	Wingwall Construction, East Eliot Street	1	LS	540,000	540,000
23	Excavation and Management of Soil within the Channel	62,300	CY	10.00	623,000
24	Stormwater Conveyances, Marina Vista Park	1	LS	240,000	240,000
25	Placement of Suitable Material as Fill in Park Areas and Channel	36,000	CY	7.00	252,000
26	Furnishing and Placement of Channel Bank Protection Measures	1	LS	112,000	112,000
27	Management and Disposal of Surplus Material from Channel	47,000	TON	20.00	940,000
28	Management and Disposal of Debris Materials from Channel	29,100	TON	22.00	640,200
29	Site Electrical	1	LS	740,000	740,000
30	Irrigation	1	LS	975,000	975,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
31	Landscape and Hardscape Features and Amenities	1	LS	675,000	675,000
32	Soil Amending and Planting	1	LS	640,000	640,000
33	Plant Maintenance	1	LS	34,000	34,000
34	Import Backfill	1,500	TON	9.00	13,500
35	Import Structure Backfill	1,500	TON	23.00	34,500
36	Import Topsoil	7,100	TON	9.00	63,900
37	Import Sand	2,700	TON	24.00	64,800
38	Suspending Critical Path Activity/Work	1	LS	100,000	100,000

*Note: AL = Allowance; CY = Cubic Yard; LS = Lump Sum

BASE BID TOTAL: \$ 20,158,800

ADDITIVE BID ITEM

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
ADD-1	Cover Material Excavation from Marina Vista Park and Hydraulic Placement in Colorado Lagoon	12,200	CY	54.00	658,800

BASE BID PLUS ADDITIVE 1 TOTAL: \$ 658,800

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



Title: President

Date: 1/18/22

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: UBOP861252
 - B. Name of Insurer (NOT Broker): Travelers
 - C. Address of Insurer: 21688 Gateway Center Dr. 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): 1FTEW1CF1HKE20912 1FT7X2BT9KEF13783 1FTEX1CP9MFA52911
1FDUF5GT5KDA12086 1FTEX1CP4HKD82825
 - B. Automobile Liability Insurance Policy Number: CAP4R629187
 - C. Name of Insurer (NOT Broker): Travelers Indemnity of Co. of Connecticut
 - D. Address of Insurer: One Tower Square, Hartford, CT 06183
 - E. Telephone Number of Insurer: 909.612.3609

- 3) Address of Property used to house workers on this Contract, if any: NA

- 4) Estimated total number of workers to be employed on this Contract: 30

- 5) Estimated total wages to be paid those workers: \$5,250,000

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

- 7) Estimated total number of independent contractors to be used on this Contract: 11
(Describe schedule: For example, weekly or every other week or monthly)

- 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 subcontractor'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>L N A Concrete Structures</u>	Type of Work	<u>Concrete Structures (partial)</u>
Address	<u>15455 Tern street</u>		
City	<u>Chino Hills, CA 91709</u>	Dollar Value of Subcontract	<u>\$ 512,748</u>
Phone No.	<u>909.393.1493</u>		
License No.	<u>611949</u>	DIR Registration No.	<u>1000007129</u>
Name	<u>marina Landscape Inc.</u>	Type of Work	<u>Landscape & Irrigation</u>
Address	<u>3707 W. Garden Grove Blvd.</u>		
City	<u>Orange, CA 92868</u>	Dollar Value of Subcontract	<u>\$ 1,315,500</u>
Phone No.	<u>714.939.6600</u>		
License No.	<u>492862</u>	DIR Registration No.	<u>1000000079</u>
Name	<u>The J.V. Land Clearing Co Inc.</u>	Type of Work	<u>Clear & Grub</u>
Address	<u>207 E. Arrawl Hwy</u>		
City	<u>San Dimas, CA 91733</u>	Dollar Value of Subcontract	<u>\$ 282,000</u>
Phone No.	<u>909.592.2811</u>		
License No.	<u>759306</u>	DIR Registration No.	<u>1000012258</u>
Name	<u>Paramount Metal & Supply Co</u>	Type of Work	<u>Handrail</u>
Address	<u>8140 E. Rosecrans Ave.</u>		
City	<u>Paramount CA 90723</u>	Dollar Value of Subcontract	<u>\$ 374,860</u>
Phone No.	<u>562.634.8180</u>		
License No.	<u>261180</u>	DIR Registration No.	<u>1000032907</u>
Name	<u>Hardy & Harper, Inc.</u>	Type of Work	<u>Asphalt Paving</u>
Address	<u>32 Rancho Circle</u>		
City	<u>LAKE Forest, CA 92630</u>	Dollar Value of Subcontract	<u>\$ 167,000</u>
Phone No.	<u>714.444.1851</u>		
License No.	<u>215952</u>	DIR Registration No.	<u>1000000076</u>

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 Integrity Rebar Placers Type of Work Reinforcing steel
 Address 1345 Nandina Ave
 City Perris, CA 92571 Dollar Value of Subcontract \$ 265,749
 Phone No. 951.696.6843
 License No. 533729 DIR Registration No. 1000005302

Name _____ Type of Work _____
 Address _____
 City _____ Dollar Value of Subcontract \$ _____
 Phone No. _____
 License No. _____ DIR Registration No. _____

Name _____ Type of Work _____
 Address _____
 City _____ Dollar Value of Subcontract \$ _____
 Phone No. _____
 License No. _____ DIR Registration No. _____

Name _____ Type of Work _____
 Address _____
 City _____ Dollar Value of Subcontract \$ _____
 Phone No. _____
 License No. _____ DIR Registration No. _____

Name _____ Type of Work _____
 Address _____
 City _____ Dollar Value of Subcontract \$ _____
 Phone No. _____
 License No. _____ DIR Registration No. _____

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 subcontractor'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 Harrell Electric Type of Work Electrical
 Address 5225 Canyon Crest #71 PMB 290
 City Riverside, CA 92507 Dollar Value of Subcontract \$ 583,625
 Phone No. 951.787.0390
 License No. 436931 DIR Registration No. 1000023696

Name Dixon Marine Services Inc. Type of Work Hydraulic Placement
 Address Po Box 424
 City Inverness, CA 94937 Dollar Value of Subcontract \$ 509,194
 Phone No. 415.669.7369
 License No. 831300 DIR Registration No. 1000009778

Name Malcolm Drilling Co. Inc. Type of Work Dewatering
 Address 92 Natoma St. #400
 City San Francisco, CA 94105 Dollar Value of Subcontract \$390,277
 Phone No. 415.901.4400
 License No. 259543 DIR Registration No. 1000003389

Name Ace Fence Company Type of Work Fencing
 Address 727 Leclendora Ave.
 City La Puente, CA 91744 Dollar Value of Subcontract \$ 244,753
 Phone No. 626.333.0727
 License No. 996577 DIR Registration No. 1000004092

~~Name Quality Rebar Inc. Type of Work Reinforcing Steel
 Address PO Box 501877
 City San Diego, CA 92150 Dollar Value of Subcontract \$ 365,957
 Phone No. 858.679.3934
 License No. 818593 DIR Registration No. 1000000745~~

EXHIBIT E

Letter of Assent

REYES CONSTRUCTION, INC.

LETTER OF ASSENT

May 26, 2022

PLA Administrator
City of Long Beach
411 W. Ocean Blvd., 5th Floor
Long Beach, CA 90802
Attn: PLA Administrator

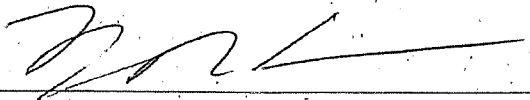
Re: Project Labor Agreement - Letter of Assent Colorado Lagoon Open Channel
Phase 2A

Dear Sir:

This is to confirm that **Reyes Construction, Inc.** agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 35891 effective May 6, 2021, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Reyes Construction, Inc.

By: 
Eddie Gallardo, CFO / Corporate Secretary

General Contractor • License No. 507561

1383 S. Signal Drive • Pomona, CA 91766 • Ph: (909) 622-2259 • Fax: (909) 622-3053

7540 Metropolitan Drive, Suite 101 • San Diego, CA 92108 • Ph: (619) 409-6966 • Fax: (619) 481-3889
www.reyesconstruction.com

APPENDIX "A"

BOE-400-DP (FRONT) REV 2. (8-05)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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 916-446-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

PAYMENT BOND
(Labor and Material Bond)

Payment Bond
No. 7668459

Premium is included with
the performance 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: Construction of the Colorado Lagoon Open Channel Phase 2A Project, as described in Specification No.: 3002120001 REBID, Addenda/Addendum 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 and Zurich American Insurance Company 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 Twenty Million Eight Hundred Seventeen Thousand Six Hundred Dollars (\$20,817,600) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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 1st day of June, 2022.

Fidelity and Deposit Company of Maryland and Zurich American Insurance Company

By: [Signature]
Name: Jase Hamilton
Title: Attorney-In-Fact
Address: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Telephone: (213) 270-0716

Jase Hamilton
[Signature]
Attorney-In-Fact
Signature

Reyes Construction, Inc., a California corporation

By: [Signature]
Name: Ricardo Jimenez
Title: President
By: [Signature]
Name: Eduardo E. Conlledo
Title: CFO / Corp Secretary

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

June 9, 2022 _____, 2022

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

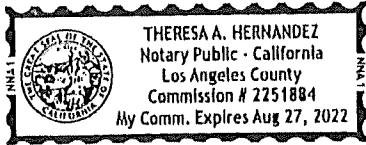
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles

On June 7, 2022 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared 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/hers/their authorized capacity(ies), and that by his/hers/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.

Place Notary Seal and/or Stamp Above

Signature Theresa A. Hernandez
Signature of Notary Public

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: _____

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, Oliver CRAIG, Jeffrey W. CAVIGNAC, Jase HAMILTON, Lisa CRUZ, Mikayla GREEN of San Diego, California, 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 28th day of January, A.D. 2022.



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

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 28th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, 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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 01 2022



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 01 2022 before me, Mikayla Green, 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) 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.

Mikayla Green
 Signature of Notary Public

(Notary 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 _____

 (Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

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

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

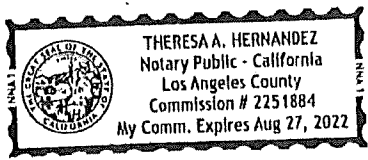
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On June 1, 2022 before me, Theresa A. Hernandez
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Jimenez
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} ~~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.

Place Notary Seal and/or Stamp Above

Signature Theresa A. Hernandez
Signature of Notary Public

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: _____

PERFORMANCE BOND
(Bond for Faithful Performance)

Performance Bond
No. 7668459

Premium: \$110,170.00
Premium is for Contract Term and is subject to
adjustment based on the Final Contract Price

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: Construction of the Colorado Lagoon Open Channel Phase 2A Project, as described in Specification No.: 3002120001 REBID, Addenda/Addendum and 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.

Fidelity and Deposit Company of Maryland and Zurich

NOW, THEREFORE, we the undersigned Contractor, as Principal, and 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 Twenty Million Eight Hundred Seventeen Thousand Six Hundred Dollars (\$20,817,600) 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 Obligor is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligor'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.

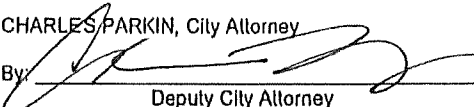
IN WITNESS WHEREOF, this Instrument has been duly executed by the Principal and Surety above-named, on the 1st day of June, 2022.

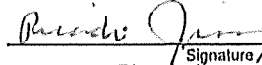
Fidelity and Deposit Company of Maryland and
Zurich American Insurance Company
Surety Name
By: 
Signature
Name: Jase Hamilton
Printed Name
Title: Attorney-In-Fact
1299 Zurich Way, 5th Floor
Address: Schaumburg, IL 60196-1056
Telephone: (213) 270-0716

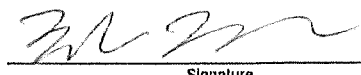
Jase Hamilton
Attorney-in-Fact

Signature

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


June 9, 2022

Approved as to form.
CHARLES PARKIN, City Attorney
By: 
Deputy City Attorney

Reyes Construction Inc., a California corporation
By: 
Signature
Name: Ricardo Jimenez
Printed Name
Title: President


Signature
Name: Eduardo E. Cardero
Printed Name
Title: CFO/Corp Secretary

_____, 2022

Approved as to sufficiency.
CITY OF LONG BEACH, a municipal corporation
By: 
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.

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 Los Angeles }

On June 7, 2012 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared 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 [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: _____

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, Oliver CRAIG, Jeffrey W. CAVIGNAC, Jase HAMILTON, Lisa CRUZ, Mikayla GREEN of San Diego, California, 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 28th day of January, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 28th day of January, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray**, Vice President and **Dawn E. Brown**, 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

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 01 2022



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California

County of San Diego

On JUN 01 2022 before me, Mikayla Green, Notary Public,
(Here insert name and title of the officer)

personally appeared Jase Hamilton

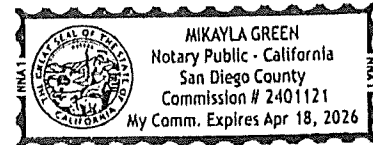
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on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

Mikayla Green
Signature of Notary Public

(Notary 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 _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

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

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- 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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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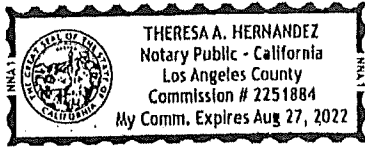
State of California

County of Los Angeles }

On June 1, 2022 before me, Theresa A. Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Jimenez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

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: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____