

1 However, this Contract is intended to provide to City complete and finished work and, to
2 that end, Contractor shall do everything necessary to complete the work, whether or not
3 specifically described in the Contract Documents.

4 2. PRICE AND PAYMENT.

5 A. City shall pay to Contractor the amount(s) for materials and
6 work identified in Contractor's Bid for the Davenport Park Phase II - Park Expansion
7 Project in the City of Long Beach, California, attached hereto as Exhibit "A";
8 provided, however, that the total compensation to Contractor shall not exceed the
9 maximum cumulative amount of Five Million Four Hundred Sixty-Four Thousand
10 Two Hundred Dollars (\$5,464,200) for the estimated quantities established in the
11 Bid, subject to additions or deductions as provided in the Contract Documents.

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

16 3. CONTRACT DOCUMENTS.

17 A. The Contract Documents include: The Notice Inviting Bids,
18 Project Specifications No. 3004020020 Rebid (which may include by reference the
19 Standard Specifications for Public Works Construction, latest edition, and any
20 supplements thereto, collectively the "Standard Specifications"); the City of Long
21 Beach Standard Plans; Project Drawing No. B-4795 for this work; the California
22 Code of Regulations; the various Uniform Codes applicable to trades; the prevailing
23 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
24 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
25 Contract and all documents attached hereto or referenced herein including but not
26 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
27 Proceed; Notice of Completion; any addenda or change orders issued in
28 accordance with the Standard Specifications; any permits required and issued for

1 the work; approved final design drawings and documents; and the Information
2 Sheet ("Contract Documents"). These Contract Documents are incorporated herein
3 by the above reference and form a part of this Contract.

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

14 4. TIME FOR CONTRACT. Contractor shall commence work on a date
15 to be specified in a written Notice to Proceed from City and shall complete all work within
16 Three Hundred Sixty (360) working days thereafter, subject to strikes, lockouts and events
17 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
18 damage if the work is not completed within the time stated, but those damages would be
19 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
20 damages, the amount stated in the Contract Documents.

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

26 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
27 herewith, Contractor shall submit certification of Workers' Compensation coverage in
28 accordance with California Labor Code Sections 1860 and 3700, a copy of which is

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1 attached hereto as Exhibit "B".

2 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
3 upon City by Contractor for and on account of any extra or additional work performed or
4 materials furnished, unless such extra or additional work or materials shall have been
5 expressly required by the City Manager and the quantities and price thereof shall have
6 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

26 11. PREVAILING WAGE RATES. This project is a public work under
27 Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of
28 the State of California, the Director of Public Works of the City by and on behalf of the City

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1 Council has obtained from the Director of the Department of Industrial Relations of the
2 State of California the general prevailing rate of per diem wages, and the general prevailing
3 rate of holiday and overtime work in the locality in which the public work is to be performed
4 for each craft, classification or type of workers needed to perform the Work. Copies of
5 prevailing rate of per diem wages are on file in the office of the City Engineer, 5th floor,
6 City Hall, 411 West Ocean Boulevard, Long Beach, California 90802, and shall be made
7 available upon request. Copies may also be obtained on the California Department of
8 Industrial Relations website <http://www.dir.ca.gov/dlsr>. This project will be subject the
9 2022-2 prevailing wage rate, as determined by the Director of the Department of Industrial
10 Relations for the State of California. Contractor, and its subcontractors, is directed to pay
11 not less than the general rate of per diem wages for each craft, classification, or type of
12 worker needed to execute the contract. Contractor is required to post a copy of the
13 determination of the director of the prevailing rate of per diem wages at each job site.
14 Pursuant to Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two
15 Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar
16 day, or portion thereof, that such laborer, worker or mechanic is paid less than the
17 prevailing wage rates for any work done by Contractor, or any subcontractor, under this
18 Contract. The difference between the prevailing wage rates and the amount paid to each
19 worker for each calendar day or portion thereof for which each worker was paid less than
20 the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

21 Contractors are required to pay at least the California minimum wage for the
22 basic hourly rate in all cases where the published prevailing wage rate is below the
23 California minimum wage. Any and all employer payments required by the prevailing wage
24 determinations must also be paid. If the California minimum wage is increased in the future
25 to an amount above that shown in the prevailing wage determination, the basic hourly rate
26 in that determination automatically increases to the new minimum wage.

27 **12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.**

28 Contractor is advised that this work constitutes a public work of improvement subject to

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

13 13. CERTIFIED PAYROLL RECORDS.

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

27 Each contractor and every subcontractor and supplier shall be
28 required to submit certified payrolls and labor compliance documentation

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1 electronically at the discretion of and the manner specified by the City of Long
2 Beach. Electronic submittal will be a web-based system, accessed on the World
3 Wide Web by a web browser. Each contractor and subcontractor will be given a
4 Log On Identification and password to access the City of Long Beach reporting
5 system. The foregoing is in addition to, and not in lieu of, any other requirements
6 or obligations established and imposed by any department of the City with regard to
7 submission and retention of certified payroll records for Contractor and
8 subcontractors. Certified payroll records for Contractor and all subcontractors shall
9 be maintained during the course of the work and shall be kept by Contractor for at
10 least three (3) years after completion of the work.

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

15 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

24 B. If Contractor is prevented, in any manner, from strict
25 compliance with the Plans and Specifications due to any Federal or State law, rule
26 or regulation, in addition to all other rights and remedies reserved to the parties City
27 may by resolution of the City Council suspend performance hereunder until the
28 cause of disability is removed, extend the time for performance, make changes in

1 the character of the work or materials, or terminate this Contract without liability to
2 either party.

3 15. NOTICES.

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

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

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

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

26 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be
5 deducted from the amount due Contractor from City hereunder.

6 19. CONTINUATION. Termination or expiration of this Contract shall not
7 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
8 prior to termination or expiration of this Contract.

9 20. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to
19 taxation and the collection of taxes, particularly with respect to the self-accrual of
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
21 materials, equipment, supplies, or other tangible personal property totaling over One
22 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
23 qualified Contractor shall complete and submit to the appropriate governmental
24 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts
25 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor
26 shall obtain a sub-permit from the California Department of Tax and Fee
27 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor
28 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible

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1 personal property that was subject to sales or use tax in the previous calendar year.
2 C. Contractor shall create and operate a buying company, as
3 defined in CFTA Regulation 1699, subpart (I), in City if Contractor will purchase over
4 Five Million Dollars (\$5,000,000.00) in tangible personal property subject to
5 California sales and use tax.
6 D. In completing the form and obtaining the permit(s), Contractor
7 shall use the address of the Work site as its business address and may use any
8 address for its mailing address. Copies of the form and permit(s) shall also be
9 delivered to the City Engineer. The form must be submitted and the permit(s)
10 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
11 order any materials or equipment over One Hundred Thousand Dollars
12 (\$100,000.00) from vendors outside California until the form is submitted and the
13 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
14 Contract. In addition, Contractor shall make all purchases from the Long Beach
15 sales office of its vendors if those vendors have a Long Beach office and all
16 purchases made by Contractor under this Contract which are subject to use tax of
17 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
18 of Long Beach. Contractor shall require the same cooperation with City, with
19 regards to subsections B, C and D under this section (including forms and permits),
20 from its subcontractors and any other subcontractors who work directly or indirectly
21 under the overall authority of this Contract.
22 E. Contractor shall not be entitled to and by signing this Contract
23 waives any claim or damages for delay against City if Contractor does not timely
24 submit these forms to the appropriate governmental entity. Contractor may request
25 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
26 and will be subject to City review and approval. Contractor may contact the Financial
27 Management Department, Budget Management Bureau at (562) 570-6425 for
28 assistance with the form.

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1 21. ADVERTISING. Contractor shall not use the name of City, its officials
2 or employees in any advertising or solicitation for business, nor as a reference, without the
3 prior approval of the City Manager, City Engineer or designee.

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

9 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
11 no special precautions are required to perform said work.

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

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

24 26. NO DUTY TO INSPECT. No language in this Contract shall create
25 and City shall not have any duty to inspect, correct, warn of or investigate any condition
26 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
27 regulations relating to said work. If City does inspect or investigate, the results thereof
28 shall not be deemed compliance with or a waiver of any requirements of the Contract

1 Documents.

2 27. GOVERNING LAW. This Contract shall be governed by and
3 construed pursuant to the laws of the State of California (except those provisions of
4 California law pertaining to conflicts of laws).

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

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

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

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

24 "During the performance of a Contract with the City of Long Beach, the
25 Contractor will provide equal benefits to employees with spouses and its
26 employees with domestic partners. Additional information about the City of
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of
28 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

15 31. DEFAULT. Default shall include but not be limited to Contractor's
16 failure to perform in accordance with the Plans and Specifications, failure to comply with
17 any Contract Document, failure to pay any penalties, fines or charges assessed against
18 Contractor by any public agency, failure to pay any charges or fees for services performed
19 by the City, and if Contractor has substituted any security in lieu of retention, then default
20 shall also include City's receipt of a stop notice. If default occurs and Contractor has
21 substituted any security in lieu of retention, then in addition to City's other legal remedies,
22 City shall have the right to draw on the security in accordance with Public Contract Code
23 Section 22300 and without further notice to Contractor. If default occurs and Contractor
24 has not substituted any security in lieu of retention, then City shall have all legal remedies
25 available to it.

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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.

4/4/23, 2023

BITECH CONSTRUCTION COMPANY, INC., a California corporation

By [Signature]
Name BENJAMIN KIM
Title PRESIDENT

4/4/23, 2023

By [Signature]
Name BENJAMIN KIM
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 12, 2023

By [Signature]
City Manager

"City"

This Contract is approved as to form on April 4, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: BITECH CONSTRUCTION CO., INC.

**BID TO THE CITY OF LONG BEACH
DAVENPORT PARK PHASE II- PARK EXPANSION**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 16, 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 & Specifications No. 3004020020REBID 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.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Environmental Controls	1	LS	\$50,000.00	\$50,000.00
2.	Surveying	1	LS	\$50,000.00	\$50,000.00
3.	Site Clearing	1	LS	\$230,000.00	\$230,000.00
4.	Selected Site Demolition, Management, Transport, and Disposal	1	LS	\$195,000.00	\$195,000.00
5.	Demolition, Transport, and Disposal of Concrete Piles	20	EA	\$4,065.00	\$81,300.00
6.	Storm Drains Demolition and Construction	1	LS	\$320,000.00	\$320,000.00
7.	Potable Water and Hydration Station	1	LS	\$42,500.00	\$42,500.00
8.	Road Construction, East 55th Way and Overlayment.	1	LS	\$546,500.00	\$546,500.00
9.	Import Backfill	6,500	CY	\$82.00	\$533,000.00
10.	Import Topsoil	4,800	CY	\$163.00	\$782,400.00
11.	Site Electrical	1	LS	\$216,500.00	\$216,500.00
12.	Irrigation	1	LS	\$474,000.00	\$474,000.00
13.	Landscape and Hardscape Features and Amenities	1	LS	\$1,412,000.00	\$1,412,000.00
14.	Planting	1	LS	\$335,000.00	\$335,000.00
15.	Plant Maintenance	1	LS	\$20,000.00	\$20,000.00

SUBTOTAL A (Items 1 - 15) \$5,288,200.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16.	Mobilization and Demobilization (Not to exceed 3.5% of total base bid.)	1	LS	\$176,000.00	\$176,000.00

BASE BID TOTAL (Subtotal A + Item 16) \$5,464,200.00

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

DO NOT SUBMIT THIS FORM AS YOUR BID. BIDS ARE TO BE SUBMITTED ELECTRONICALLY AS DESCRIBED IN DIVISION B.

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

This Bid is submitted with respect to the changes to the Plans and Specifications included in the following addenda:

7/1 7/2 7/3 7/4 7/5 6 7

(Initial all appropriate Addendum numbers)

EXHIBIT B

Workers Compensation Certificate

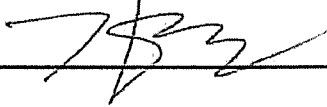
WORKERS' COMPENSATION CERTIFICATION

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:

BITECH CONSTRUCTION CO., INC.

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



Title: PRESIDENT

Date: 01/11/23

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: 9219996-21
 - B. Name of Insurer (NOT Broker): STATE COMPENSATION INSURANCE FUND
 - C. Address of Insurer: 5800 OWENS DR, PLESANTON, CA 94588
 - D. Telephone Number of Insurer: 888-782-8338

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): TBD
 - B. Automobile Liability Insurance Policy Number: BA040000058420
 - C. Name of Insurer (NOT Broker): MERCURY INSURANCE/CALIFORNIA AUTO INS CO.
 - D. Address of Insurer: 4484 WILSHIRE BLVD, LOS ANGELES, CA 90010
 - E. Telephone Number of Insurer: 888-637-2176

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

- 4) Estimated total number of workers to be employed on this Contract: TBD
- 5) Estimated total wages to be paid those workers: TBD
- 6) Dates (or schedule) when those wages will be paid: WEEKLY

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

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

- 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>LANDMARK SURVEYING SOLUTIONS, INC.</u>	Type of Work	<u>SURVEY</u>
Address	<u>7231 BOULDER AVE., #538</u>		
City	<u>HIGHLAND</u>	Dollar Value of Subcontract	<u>\$ 39,950.00</u>
Phone No.	<u>(909) 863-9044</u>		
License No.	<u>LS5439</u>	DIR Registration No.	<u>1000001674</u>
Name	<u>HARDY & HARPER, INC.</u>	Type of Work	<u>ASPHALT PAVING</u>
Address	<u>32 RANCHO CIRCLE</u>		
City	<u>LAKE FOREST</u>	Dollar Value of Subcontract	<u>\$ 389,000.00</u>
Phone No.	<u>(714) 444-1851</u>		
License No.	<u>215952</u>	DIR Registration No.	<u>1000000076</u>
Name	<u>WHITMAN ELECTRIC</u>	Type of Work	<u>ELECTRICAL</u>
Address	<u>20523 SUMMERTOWN ST.</u>		
City	<u>WALNUT</u>	Dollar Value of Subcontract	<u>\$ 175,000.00</u>
Phone No.	<u>(626) 255-1091</u>		
License No.	<u>712068</u>	DIR Registration No.	<u>1000034714</u>
Name	<u>GRANSTROM MASONRY, INC.</u>	Type of Work	<u>MASONRY</u>
Address	<u>19530 NORMANDIE AVE</u>		
City	<u>TORRANCE</u>	Dollar Value of Subcontract	<u>\$ 202,444.00</u>
Phone No.	<u>(310) 327-2527</u>		
License No.	<u>629489</u>	DIR Registration No.	<u>1000004794</u>
Name	<u>ACE FENCE COMPANY</u>	Type of Work	<u>FENCE</u>
Address	<u>727 GLENDORA AVE</u>		
City	<u>LA PUENTE</u>	Dollar Value of Subcontract	<u>\$ 67,660.00</u>
Phone No.	<u>(626) 333-0727</u>		
License No.	<u>996577</u>	DIR Registration No.	<u>1000004092</u>

ONE (1) ORIGINAL COPY

Payment Bond
No. 3335506

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to BITECH CONSTRUCTION COMPANY, INC., a California corporation, designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows; the construction of the Davenport Park Phase II - Park Expansion Project, as described in Specification No.: 3004020020 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 GREAT 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 Five Million Four Hundred Sixty-Four Thousand Two Hundred Dollars (\$5,464,200) 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 27TH day of MARCH, 2023.

GREAT AMERICAN INSURANCE COMPANY

By: [Signature] Surety Name

Name: BRITTON CHRISTIANSEN
Signature

Title: ATTORNEY-IN-FACT
Printed Name

Address: 575 PRICE STREET #207, PISMO BEACH, CA 93449

Telephone: 805-343-7434

BRITTON CHRISTIANSEN

[Signature] Attorney-In-Fact
Signature

BITECH CONSTRUCTION COMPANY, INC., a California corporation

By: [Signature]

Name: BENJAMIN KIM
Signature

Title: PRESIDENT
Printed Name

By: [Signature]

Name: BENJAMIN KIM
Signature

Title: SECRETARY
Printed Name

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

April 4, 2023

4/12 2023

Approved as to form.

Approved as to sufficiency.

DAWN MCINTOSH, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

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.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

No. 0 20974

POWER OF ATTORNEY

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

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 7TH day of FEBRUARY, 2020.



Atty L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark Vicario
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 7TH day of FEBRUARY, 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

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

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

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

CERTIFICATION

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

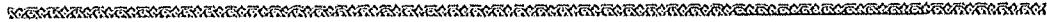
Signed and sealed this 27th day of MARCH, 2023



Atty L C B
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)
County of LOS ANGELES)

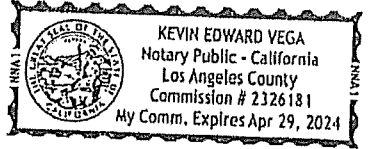
On MAR 27 2023 before me, Kevin Edward Vega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Britton Christlansen, Attorney-in-Fact
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 04/04/23
Date

before me,

Michael Kim, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Benjamin Kim
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.

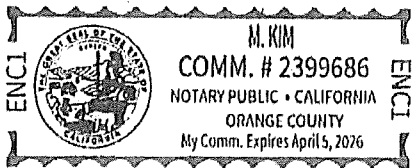
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal:

Signature



Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

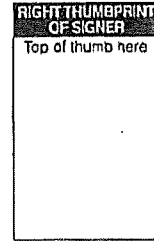
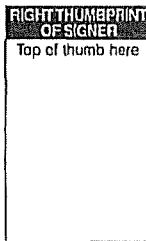
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



ONE (1) ORIGINAL COPY

Performance Bond
No. 3335506

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to BITECH CONSTRUCTION COMPANY, INC., a California corporation, designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the construction of the Davenport Park Phase II - Park Expansion Project, as described in Specification No.: 3004020020 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.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and GREAT 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 Five Million Four Hundred Sixty-Four Thousand Two Hundred Dollars (\$5,464,200) 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 Obligeo is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligeo'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 27TH day of MARCH, 2023.

GREAT AMERICAN INSURANCE COMPANY

By: 
Surety-Name


Name: BRITTON CHRISTIANSEN
Printed Name

Title: ATTORNEY-IN-FACT

Address: 575 PRICE STREET #207, PISMO BEACH, CA 93449

Telephone: 805-343-7434

BRITTON CHRISTIANSEN

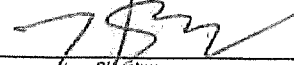

Attorney-in-Fact
Signature

BITECH CONSTRUCTION COMPANY, INC., a California corporation

By: 
Signature

Name: BENJAMIN KIM
Printed Name

Title: PRESIDENT

By: 
Signature

Name: BENJAMIN KIM
Printed Name

Title: SECRETARY

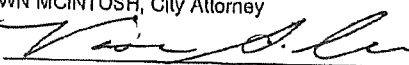
(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

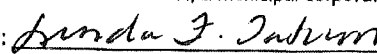
April 4, 2023

April 12, 2023

Approved as to form.

Approved as to sufficiency.

DAWN MCINTOSH, City Attorney
 By: 
Deputy City Attorney

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

No. 0 20974

POWER OF ATTORNEY

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

Name	Address	Limit of Power
PHILIP E. VEGA	ALL OF	ALL
KEVIN VEGA	COVINA, CALIFORNIA	\$100,000,000
BRITTON CHRISTIANSEN		
MYRNA F. SMITH		

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

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **7TH** day of **FEBRUARY**, 2020



Atty L C B
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V Vicario
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **7TH** day of **FEBRUARY**, 2020

MARK VICARIO (877-377-2405)

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



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

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

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

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

CERTIFICATION

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

Signed and sealed this **27th** day of **MARCH**, 2023



Atty L C B
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

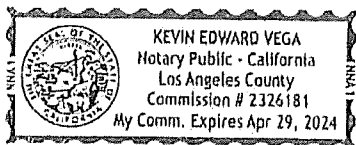
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On MAR 27 2023 before me, Kevin Edward Vega, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Britton Christiansen, Attorney-in-Fact
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:
[Corporate Officer, Partner, Individual, Trustee, Other]
Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 04/04/23
Date

before me,

Michael Kim, Notary Public
Here Insert Name and Title of the Officer

personally appeared

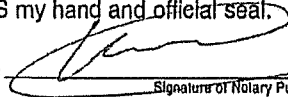
Benjamin Kim
Name(s) of Signer(s)

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.

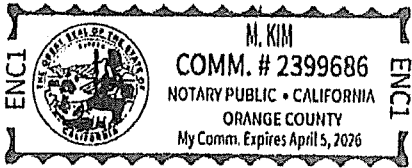
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____