

CONTRACT

36158

THIS CONTRACT is made and entered, in duplicate, as of November 18, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 16, 2021, by and between ELECNOR BELCO ELECTRIC, INC., a California corporation ("Contractor"), whose address is 14320 Albers Way, Chino, California 91710, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Santa Fe Avenue Traffic Signal Synchronization Enhancement in the City of Long Beach, California, dated July 3, 2021, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7183;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7183 for Santa Fe Avenue Traffic Signal Synchronization Enhancement in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Santa Fe Avenue Traffic Signal

1 Synchronization Enhancement in the City of Long Beach, California, attached
2 hereto as Exhibit "A"; provided, however, that the total compensation to Contractor
3 shall not exceed the maximum cumulative amount of Two Million Nine Hundred
4 Three Thousand Two Hundred Ninety-Eight Dollars (\$2,903,298) for the estimated
5 quantities established in the Bid, subject to additions or deductions as provided in
6 the Contract Documents.

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

11 3. CONTRACT DOCUMENTS.

12 A. The Contract Documents include: The Notice Inviting Bids,
13 Project Specifications No. R-7183 (which may include by reference the Standard
14 Specifications for Public Works Construction, latest edition, and any supplements
15 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
16 Plans; Project Drawing No. C-6500 for this work; the California Code of Regulations;
17 the various Uniform Codes applicable to trades; the prevailing wage rates;
18 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
19 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
20 Citywide Project Labor Agreement; this Contract and all documents attached hereto
21 or referenced herein including but not limited to insurance; Bond for Faithful
22 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
23 addenda or change orders issued in accordance with the Standard Specifications;
24 any permits required and issued for the work; approved final design drawings and
25 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
26 These Contract Documents are incorporated herein by the above reference and
27 form a part of this Contract.

28 B. Notwithstanding Section 2-5.2 of the Standard Specifications,

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

10 4. TIME FOR CONTRACT. Contractor shall commence work on a date
11 to be specified in a written Notice to Proceed from City and shall complete all work within
12 one hundred twenty (120) working days thereafter, subject to strikes, lockouts and events
13 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
14 damage if the work is not completed within the time stated, but those damages would be
15 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
16 damages, the amount stated in the Contract Documents.

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

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

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

1 expressly required by the City Manager and the quantities and price thereof shall have
2 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

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

1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

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

13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determine the percentage of work completed and the determination of the City
2 Engineer shall be final.

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

10 14. NOTICES.

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

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

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

27 16. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
28 of the moneys that may become due Contractor hereunder may be assigned by Contractor

1 without the written consent of City first had and obtained, nor will City recognize any
2 subcontractor as such, and all persons engaged in the work of construction will be
3 considered as independent contractors or agents of Contractor and will be held directly
4 responsible to Contractor.

5 17. CERTIFIED PAYROLL RECORDS.

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

19 B. Contractor shall submit to the City certified payroll records for
20 Contractor and all subcontractors performing any portion of the work under this
21 Contract on a monthly basis. Certified payroll records for Contractor and all
22 subcontractors shall be maintained during the course of the work and shall be kept
23 by Contractor for up to three (3) years after completion of the work.

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

28 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

11 20. TAXES AND TAX REPORTING.

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

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

1 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor
2 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible
3 personal property that was subject to sales or use tax in the previous calendar year.

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

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

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

1 Management Department, Budget Management Bureau at (562) 570-6425 for
2 assistance with the form.

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

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

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

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

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

26 26. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

26 "During the performance of a Contract with the City of Long Beach, the
27 Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

1 selected Independent Jobs Coordinator, if applicable, to promote the local hiring goals and
2 objectives of the PLA.

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

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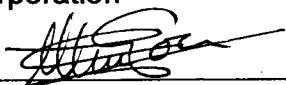
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

3 ELEC NOR BELCO ELECTRIC, INC., a
4 California corporation

5 _____, 2021

By 
Name Alberto Garcia
Title President/CEO

7 _____, 2021

By _____
Name _____
Title _____

9 "Contractor"

10 CITY OF LONG BEACH, a municipal
11 corporation


12 12/20, 2021

By Linda F. Japum
City Manager

14 "City"

15 This Contract is approved as to form on December 20, 2021.

16 CHARLES PARKIN, City Attorney

17 By 
18 for Amy Deputy
19 Webber

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 Bernardino }

On 12/13/21 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

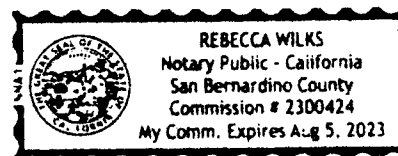
personally appeared Alberto Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (is) are subscribed to the within instrument and acknowledged to me that
he she/they executed the same in his her/their authorized capacity(ies), and that by
his her/their signature(s)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

Rebecca Wilks
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Long Beach Contract

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Elecnor Belco Electric, Inc.

BID TO THE CITY OF LONG BEACH SANTA FE AVENUE SYNCHRONIZATION ENHANCEMENT

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on July 30, 2021 at 1:00 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. R-7183 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 – Communications, Signing and Striping, Traffic Signal

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Communications					
1	Remove existing pull box	13	EA	250	3,250
2	Furnish and install new #6 pull box	33	EA	1,200	39,600
3	Furnish and install new #6E pull box	2	EA	1,400	2,800
4	Furnish and install new N48E pull box	14	EA	4,300	60,200
5	Furnish and install new 2-way Microduct in new/existing conduit with locate wire and pull tape	2850	FT	3.00	8,550
6	Furnish and install new 4-way Microduct in new/existing conduit with locate wire and pull tape	4850	FT	2.70 2.00 JW	13,095 9,700 JW
7	Furnish and install new 7-way Microduct in new/existing conduit with locate wire and pull tape	13200	FT	3.40	44,880
8	Remove existing traffic Signal Interconnect Cable (SIC)	13200	FT	0.60	7,920
9	Furnish and install new 288 strand SMFO distribution cable	26400	FT	5.00	132,000
10	Furnish and install new 24 strand SMFO drop cable	250	FT	2.30	575

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
11	Furnish and install new 12 strand SMFO drop cable	3025	FT	2.00	60,050.00 6,050.00
12	Furnish and install new 2" PVC Schedule 80 conduit in sidewalk/pavement/soil per boring method	5345	FT	36.00	192,420.00
13	Furnish and install new 3" PVC Schedule 80 conduit in sidewalk/pavement/soil per boring method	445	FT	56.00	24,920.00
14	Furnish and install new 4" PVC Schedule 80 conduit in sidewalk/pavement/soil per boring method	1150	FT	58.00	66,700.00
15	Modify existing pull box conduit sweeps for fiber optic cable installation	66	EA	600.00	39,600.00
16	Furnish and install new Splice Enclosure	14	EA	1,600.00	22,400.00
17	Fusion splice 12 SMFO drop cable to 288 SMFO trunk/distribution cable	13	EA	1,000.00	13,000
18	Fusion Splice 24 SMFO distribution cable to existing 48 strand SMFO trunk cable	11	EA	1,000.00	11,000.00
19	Furnish and install new 12 port Fiber Termination Unit (FTU) with pigtails. Complete/Terminate all connections to drop cable and FTU as indicated on the plan	14	EA	1,400.00	19,600.00
20	Furnish and install new Layer 2 Hardened Ethernet Switch with SFP Fiber Transceivers for Traffic Signal Cabinets	15	EA	3,100.00	46,500
21	Furnish and install new 2070 ATC Controller and	15	EA	11,270.00	169,050.00

JW

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	2070-1C module with latest McCain OMNI-EX Software and additional auxiliary equipment/cables (complete)					
22	Furnish and install 2010ECLip Conflict Monitor Unit		5	EA	5,558.00	27,790.00
23	Furnish and install new Layer 3 Hardened Ethernet Switch with SFP Fiber Transceivers for Hub Cabinets		2	EA	14,975.00	29,950.00
24	Furnish and install new type 333L communication hub cabinet on new foundation (Complete)		2	EA	20,371.00	40,742.00
25	Furnish and Install new 144 port Fiber Termination Unit (FTU) with cassettes and jumpers. Complete fiber strand(s) connection as indicated on the plan		4	EA	11,294.00	45,176.00
26	Remove and salvage existing 332 traffic signal cabinet and foundation (Complete)		1	EA	1,000.00	1,000.00
27	Furnish and install new Closed-Circuit Television Camera System (CCTV) system with additional auxiliary equipment/cables (Complete)		6	EA	7,939.00	47,634
28	Remove and salvage existing wireless communication antenna, equipment, and cables (Complete)		4	EA	250.00	1,000.00
29	Remove existing tree and roots (Complete)		1	EA	3,500.00	3,500.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30	Furnish and install new Type III Electric Service on new foundation (Complete)	1	EA	9,100.00	9,100.00
31	Furnish and install new Battery Back-up Systems (BBS) side mount cabinet	2	EA	14,748.00	29,496.00
32	System Integration and Testing of traffic signal intersections to existing TMS (Transparity)	1	LS	41,582.00	41,582.00
33	Communication and Fiber Optic System Testing	1	LS	11,694.00	11,694.00
Signing and Striping					
34	Sharrow Marking (Thermoplastic)	73	EA	160.00	11,680.00
35	Remove Sign from Post	17	EA	46.00	782.00
36	Furnish and install Sign on New Post	2	EA	313.00	626.00
37	Furnish and install Sign on Existing Post	32	EA	131.00	4,192.00
Traffic Signal					
	Furnish and install new 12" 3-section vehicle head (LED)	54	EA	1,068.00	57,672.00
	Furnish and install new 12" 4-section vehicle head (LED)	1	EA	1,190.00	1,190.00
	Furnish and install new 12" cluster or 5-section vehicle head (LED)	34	EA	1,187.00	40,358.00
	Furnish and install new 165W LED Luminaire	21	EA	683.00	14,343.00
	Furnish and install new 332 controller cabinet on new foundation (Complete)	1	EA	31,495.00	31,495.00
	Furnish and install new Emergency Vehicle	20	EA	5,147.00	102,940.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	Preemption (EVP) System				
	Furnish and install new mast-arm standard sign	17	EA	423.00	7,191.00
	Furnish and install new mast-arm street name sign	28	EA	1,002.00	28,056.00
	Furnish and install new Pedestrian Push Button (PPB) Post	1	EA	800.00	800.00
	Furnish and install new APS Pedestrian Push Button (PPB)	66	EA	1,385.00	91,410.00
	Furnish and install new detectable warning surface	18	EA	1,025.00	18,450.00
	Furnish and install new type 15TS standard w/luminaire mastarm on new foundation (Complete)	4	EA	9,940.00	39,760.00
	Furnish and install new type 19-4-100 standard w/mastarms on new foundation (Complete)	1	EA	20,171.00	20,171.00
	Furnish and install new type 1A standard (10') on new foundation (Complete)	3	EA	3,702.00	11,106.00
	Furnish and install new type 1A standard (7') on new foundation (Complete)	1	EA	3,647.00	3,647.00
	Furnish and install new type 24-4-100 standard w/mastarms on new foundation (Complete)	17	EA	20,406.00	346,902.00
	Furnish and install new video detection system	10	EA	30,814.00	308,140.00
	Furnish and install new pedestrian countdown signal head (LED)	56	EA	818.00	45,808.00
	Relocate existing	1	EA	6,000.00	6,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	controller cabinet and install on new foundation (Complete)					
	Remove and salvage existing pole and attached equipment		20	EA	1,500.00	30,000.00
	Furnish and install new Type III Electric Service on new foundation (Complete)		1	EA	8,100.00	8,100.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & Arlington St		1	LS	8,500.00	8,500.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & 34th St		1	LS	27,000.00	27,000.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & 31st St		1	LS	26,000.00	26,000.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & Spring St		1	LS	21,000.00	21,000.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & Columbia St		1	LS	8,500.00	8,500.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & Burnett St		1	LS	22,000.00	22,000.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & 23rd St		1	LS	8,500.00	8,500.00
	Furnish and install wires, cables, and additional		1	LS	8,500.00	8,500.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	auxiliary equipment - Santa Fe Ave & Hill St				
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & 21st	1	LS	22,000.00	22,000.00
	Furnish and install wires, cables, and additional auxiliary equipment - Santa Fe Ave & Willard St	1	LS	8,500.00	8,500.00
	Traffic control	1	LS	55,000.00	55,000.00
	Maintain existing signal operation	1	LS	93,000.00	93,000.00

BASE BID TOTAL

~~2,806,093.00~~
 2,748,698.00 JW

BID ADDITIVE 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	Furnish 2070-1C module with latest McCain OMNI-EX Software (Spare)	6	EA	3,000.00	18,000.00
	Furnish 2070 ATC Controller (Spare)	6	EA	3,600.00	21,600.00
	Furnish 332 controller cabinet (Spare)	1	EA	12,000.00	12,000.00
	Furnish 333L communication hub cabinet (Spare)	1	EA	16,000.00	16,000.00
	Furnish Layer 2 Hardened Ethernet Switch with SFP Fiber Transceivers (Spare)	6	EA	2,600.00	15,600.00
	Furnish Layer 3 Hardened Ethernet Switch with SFP Fiber Transceivers (Spare)	1	EA	14,400.00	14,400.00
	Furnish and install ADA Compliant Curb Ramp (Case A)	5	EA	11,400.00	57,000.00

BID ADDITIVE 1 TOTAL

\$154,600⁰⁰

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.

EXHIBIT B

Workers Compensation Certificate

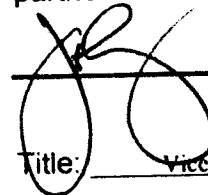
WORKERS' COMPENSATION CERTIFICATION

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:

Elecnor Belco Electric, Inc.

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

John Wong

Title: Vice President

Date: July 21, 2021

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: 10 WEA AAA6CQ6
- B. Name of Insurer (**NOT** Broker): Hartford Fire Insurance Company
- C. Address of Insurer: 690 Asylum Ave, Hartford CT 06155
- D. Telephone Number of Insurer: 860-547-5000

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

- A. VIN (Vehicle Identification Number): T. B. D.
- B. Automobile Liability Insurance Policy Number: 10 UEA HT 1837
- C. Name of Insurer (**NOT** Broker): Hartford Insurance
- D. Address of Insurer: P.O. Box 14215, Lexington KY 40512
- E. Telephone Number of Insurer: 800-243-5860

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:** 3

5) **Estimated total wages to be paid those workers:** Union Rates

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:**

None

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>SUPERIOR PAVEMENT MARKING</u>	Type of Work	<u>SIGNING/STRIPING</u>
Address	<u>5312 CYPRESS ST.</u>		
City	<u>LA CYPRESS, CA 90630</u>	Dollar Value of Subcontract	<u>\$ 15,130.00</u>
Phone No.	<u>(714) 995-9100</u>		
License No.	<u>776306</u>	DIR Registration No.	<u>1000001476</u>
Name	<u>HARRY AND HARPER, INC</u>	Type of Work	<u>TRUNCATED DOWNS</u>
Address	<u>32 RANCHO CIRCLE</u>		
City	<u>LAKE FOREST, CA 92630</u>	Dollar Value of Subcontract	<u>\$ 16,200.00</u>
Phone No.	<u>(714) 444-1851</u>		
License No.	<u>215952</u>	DIR Registration No.	<u>1000000076</u>
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	

EXHIBIT “E”

Letter of Assent

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Long Beach Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

PLA Administrator

City of Long Beach

1234 address

City, state, zip code

Attn: _____

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] 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.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council Consistent with Article 2, Section 2.6 (b).]

APPENDIX “A”

**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 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Premium: \$9,353.00

Performance Bond
No. 9392224

**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 Elecnor Belco Electric, Inc. designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

R-7183 Santa Fe Avenue Traffic Signal Synchronization Project
_, as described in Specification No.: _____, Addenda/Addendum No. _____ 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 Fidelity and Deposit Company of Maryland, 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 Two Million Nine* Dollars (\$ 2,903,298.00) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 2nd day of December, 2021.

Fidelity and Deposit Company of Maryland
By: Eric Strba
Signature
Name: Eric Strba
Printed Name
Title: Witness
Address: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056
Telephone: (847) 605-6000

Elecnor Belco Electric, Inc.
Principal Name
By: [Signature]
Signature
Name: Jeremi Gerrilla, CFO
Printed Name
Title: Jeremi Gerrilla, CFO
By: _____
Signature
Name: _____
Printed Name
Title: _____



Gentry Stewart
Attorney-in-Fact
By: [Signature]
Signature

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

December 20, 2021

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney
for Amy Webber

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: Carl R. [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 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 Bernardino }

On 12/13/21 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

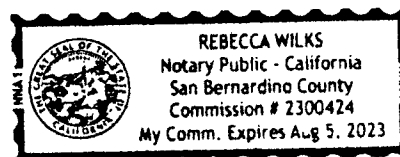
personally appeared Jeroni Gervilla,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

Rebecca Wilks
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Long Beach bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CT

County of Hartford

On December 2, 2021 before me, Timothy S. Huffman, Notary Public
Date Name and Title of Notary

personally appeared Gentry Stewart
Name and or Names 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 Timothy S. Huffman
Notary Public Signature

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
 My Commission Expires Feb. 28, 2026

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____
- Fidelity and Deposit Company of _____
- Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____
- Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

**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 **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of August, A.D. 2021.



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 26th day of August, A.D. 2021, 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, deposeth 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 2nd day of December, 2021.



Brian M. Hodges

By: Brian M. Hodges
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
www.reportsfclaims@zurichna.com
800-626-4577

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

Payment Bond
No. 9392224

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to Elecnor Belco Electric, Inc. designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

R-7183 Santa Fe Avenue Traffic Signal Synchronization Project, as described in Specification No.: _____, Addenda/Addendum No. _____ and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Two Million Nine* Dollars (\$ 2,903,298.00) 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 2nd day of December, 2021.

Fidelity and Deposit Company of Maryland
By: [Signature]
Surety Name
Signature
Name: Eric Strba
Printed Name
Title: Witness

Address: 1299 ZURICH WAY, 5TH FLOOR, SCHAUMBURG, IL 60196 - 1056

Telephone: (847) 605-6000

Electro Belco Electric, Inc.
By: [Signature]
Principal Name
Signature
Name: Jeroni Ger villa
Printed Name
Title: CFO

By: _____
Signature

Name: _____
Printed Name

Title: _____



[Signature]
Gentry Stewart
Attorney-in-Fact
Signature

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

December 20, 2021

_____, 20__

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

NOTE: for Amy Webber

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 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 Bernardino }

On 12/13/21 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

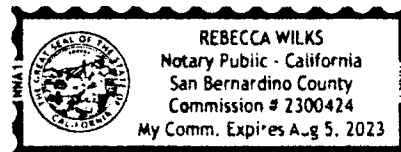
personally appeared Jeroni Gervilla,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s)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

Rebecca Wilks
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Long Beach bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 CT

County of Hartford

On December 2, 2021 before me, Timothy S. Huffman, Notary Public

personally appeared Gentry Stewart

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 Timothy S. Huffman Notary Public Signature

TIMOTHY S. HUFFMAN
NOTARY PUBLIC - CT 183092
My Commission Expires Feb. 28, 2026

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the 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 Name: _____

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

Signer is representing _____
Fidelity and Deposit Company of
Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

**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 **Jacqueline R. SUSCO, Kathryn PRYOR, Nicholas TURECAMO, Gentry STEWART, Amanda P. D ANGELO, Donna M. PLANETA, Bethany STEVENSON, Joshua SANFORD, Aimee R. PERONDINE, Jennifer G. GODERE, Alexis R. APOSTOLIDIS, Michelle Anne MCMAHON, Rebecca M. JOSEPHSON, Brendan W. FLETCHER, Cassandra BAEZ, of Hartford, Connecticut, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 26th day of August, A.D. 2021.



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 26th day of August, A.D. 2021, 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, deposeth 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 2nd day of December, 2021.



Brian M. Hodges

By: Brian M. Hodges
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
www.reportsfclaims@zurichna.com
800-626-4577

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

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.