

CONTRACT

36202

THIS CONTRACT is made and entered, in duplicate, as of January 20, 2022 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 January 18, 2022, by and between E2 CONTRACTING, INC., a California corporation ("Contractor"), whose address is 1 Technology Drive, Suite C-515. Irvine, California 92618, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Long Beach Must Facility Phase 1C Wetlands in the City of Long Beach, California, dated November 4, 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-7187;

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-7187 for Long Beach Must Facility Phase 1C Wetlands 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 Long Beach Must Facility Phase 1C Wetlands

1 in the City of Long Beach, California, attached hereto as Exhibit "A"; provided,
2 however, that the total compensation to Contractor shall not exceed the maximum
3 cumulative amount of Two Million Six Hundred Eighty-Nine Thousand Two Hundred
4 Ten Dollars (\$2,689,210) for the estimated quantities established in the Bid, subject
5 to additions or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7187 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. C-6524 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
25 These Contract Documents are incorporated herein by the above reference and
26 form a part of this Contract.

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

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

9 4. TIME FOR CONTRACT. Contractor shall commence work on a date
10 to be specified in a written Notice to Proceed from City and shall complete all work within
11 one hundred fifty (150) working days thereafter, subject to strikes, lockouts and events
12 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
13 damage if the work is not completed within the time stated, but those damages would be
14 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
15 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

21 11. PREVAILING WAGE RATES. Contractor is directed to pay the
22 general rate of per diem wages for each craft, classification, or type of worker needed to
23 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
24 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean
25 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
26 interested party upon request. Contractor is required to post a copy of the determination of
27 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section
28 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)

1 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
2 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
3 work done by Contractor, or any subcontractor, under this Contract. The difference
4 between the prevailing wage rates and the amount paid to each worker for each calendar
5 day or portion thereof for which each worker was paid less than the prevailing wage rate
6 shall be paid to each worker by the Contractor or subcontractor.

7 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

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

21 13. CERTIFIED PAYROLL RECORDS.

22 A. Pursuant to the provisions of Labor Code Section 1776,
23 Contractor shall keep and shall cause each subcontractor performing any portion of
24 the work under this Contract to keep an accurate payroll record, showing the name,
25 address, social security number, work classification, straight time and overtime
26 hours worked each day and week, and the actual per diem wages paid to each
27 journeyman, apprentice, worker, or other employee employed by Contractor or
28 subcontractor in connection with the work. Such payroll records for Contractor and

1 all subcontractors shall be certified and shall be available for inspection at all
2 reasonable hours at the principal office of Contractor pursuant to the provisions of
3 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
4 or City's authorized Labor Compliance representative in the manner provided herein
5 for notices shall entitle City to withhold the penalty prescribed by law from progress
6 payments due to Contractor.

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

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

16 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

1 cause of disability is removed, extend the time for performance, make changes in
2 the character of the work or materials, or terminate this Contract without liability to
3 either party.

4 15. NOTICES.

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

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

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

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

27 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

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

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

10 20. TAXES AND TAX REPORTING.

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

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

1 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible
2 personal property that was subject to sales or use tax in the previous calendar year.

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

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

23 E. Contractor shall not be entitled to and by signing this Contract
24 waives any claim or damages for delay against City if Contractor does not timely
25 submit these forms to the appropriate governmental entity. Contractor may request
26 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
27 and will be subject to City review and approval. Contractor may contact the Financial
28 Management Department, Budget Management Bureau at (562) 570-6425 for

1 assistance with the form.

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

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

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

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

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

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 Documents.

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

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

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

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

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

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

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

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

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

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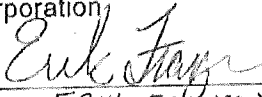
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach CA 90802-4664

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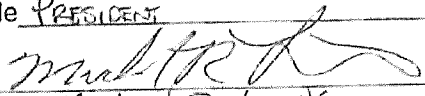
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

E2 CONTRACTING, INC., a California corporation

FEBRUARY 1ST, 2022

By 
Name ERIK FRIETZE
Title PRESIDENT

February 01, 2022

By 
Name Michael R. Lewis
Title Secretary

"Contractor" EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
CITY OF LONG BEACH, a municipal corporation

2/16, 2022

By 
City Manager

"City"

This Contract is approved as to form on February 14, 2022.

CHARLES PARKIN, City Attorney

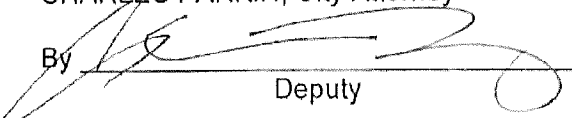
By 
Deputy

EXHIBIT A

Awarded: Whole Bid

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
							\$2,689,210.00		
1			Mobilization/De-Mobilization	LS	1	\$29,700.00	\$29,700.00	Yes	
2			Clearing and Grubbing	AC	2.2	\$3,325.00	\$7,315.00	Yes	
3			Abate Building per specification section 02 80 00 Facility Remediation	LS	1	\$61,777.00	\$61,777.00	Yes	
4			Building Foundation and Superstructure Removal & Disposal	LS	1	\$146,124.00	\$146,124.00	Yes	
5			Building Utility Connection Removal & Disposal	LS	1	\$33,264.00	\$33,264.00	Yes	
6			Bollard Removal & Disposal	EA	9	\$356.00	\$3,204.00	Yes	
7			Catch Basin Removal & Disposal	EA	2	\$1,900.00	\$3,800.00	Yes	
8			Remove AC Berm	LF	50	\$16.00	\$800.00	Yes	
9			Tree Removal & Disposal	EA	7	\$475.00	\$3,325.00	Yes	
10			Street Light w/ Foundation Removal & Disposal	EA	1	\$1,426.00	\$1,426.00	Yes	
11			Building Handrail Removal & Disposal	LF	40	\$14.00	\$560.00	Yes	
12			Remove and Dispose of Concrete Stairs	EA	5	\$535.00	\$2,675.00	Yes	
13			Concrete Wall Removal & Disposal	LF	423	\$45.00	\$19,035.00	Yes	
14			Fence Removal & Disposal	LF	490	\$11.00	\$5,390.00	Yes	
15			Curb and Gutter Removal & Disposal	LF	305	\$33.00	\$10,065.00	Yes	
16			3" Gas Line Removal & Disposal	LF	365	\$21.00	\$7,665.00	Yes	
17			Cap Retired 3" Gas Line	EA	2	\$1,900.00	\$3,800.00	Yes	
18			Storm Drain Removal & Disposal	LF	470	\$33.00	\$15,510.00	Yes	
19			Storm Drain Abandonment and Backfill With 2-Sack Slurry	LF	25	\$220.00	\$5,500.00	Yes	
20			Sewer and Manhole Removal & Disposal	LF	470	\$29.00	\$13,630.00	Yes	
21			Water Valve Removal & Disposal	EA	2	\$178.00	\$356.00	Yes	
22			Gas Valve Removal & Disposal	EA	1	\$267.00	\$267.00	Yes	
23			Remove and Dispose of Concrete	SF	9150	\$3.00	\$27,450.00	Yes	
24			Asphalt Removal & Disposal	SF	29800	\$2.00	\$59,600.00	Yes	
25			Railroad Tracks Removal & Disposal	LF	185	\$45.00	\$8,325.00	Yes	
26			4" DR-14 PVC Pipe	LF	253	\$2.00	\$506.00	Yes	
27			12" PVC Drain Pipe	LF	125	\$5.00	\$625.00	Yes	
28			18" RCP Storm Drain	LF	250	\$21.00	\$5,250.00	Yes	
29			SD Junction Structures	EA	2	\$2,020.00	\$4,040.00	Yes	
30			SD Catch Basins	EA	1	\$5,346.00	\$5,346.00	Yes	
31			Wetland Pond Outlet Structure	EA	1	\$53,460.00	\$53,460.00	Yes	
32			Mitered Pipe Structure	EA	2	\$29,700.00	\$59,400.00	Yes	
33			Remove Brick and Mortar Plug	EA	3	\$713.00	\$2,139.00	Yes	
34			Remove 12" PVC Cap	EA	1	\$2,020.00	\$2,020.00	Yes	
35			4" Thick Integral Colored Concrete Walk	SF	13365	\$7.00	\$93,555.00	Yes	
36			6" Thick PCC Ramp	SF	850	\$12.00	\$10,200.00	Yes	
37			6" Rolled Curb	LF	170	\$43.00	\$7,310.00	Yes	
38			Demountable Bollards	EA	3	\$950.00	\$2,850.00	Yes	
39			6" PVC Drain Pipe & Fittings	LF	775	\$19.00	\$14,725.00	Yes	
40			6" Atrium Grate	EA	11	\$137.00	\$1,507.00	Yes	
41			6" Area Drain Connections to Catch Basin	EA	3	\$297.00	\$891.00	Yes	
42			30 Mil RPE Liner	LS	1	\$210,710.00	\$210,710.00	Yes	
43			8-oz Nonwoven Geotextile Fabric	LS	1	\$116,262.00	\$116,262.00	Yes	
44			Curb Ramp Type H	EA	1	\$2,376.00	\$2,376.00	Yes	
45			Pavement and Curb Removal & Replacement	SF	300	\$32.00	\$9,600.00	Yes	
46			Excavate and Grade Basin Per Sheets C-6, C-7, and C-8	CY	9695	\$38.00	\$368,410.00	Yes	
47			Overexcavate and Recompact Per Sheets C-6, C-7, C-8	CY	3330	\$19.00	\$63,270.00	Yes	
48			Furnish and Install R1-5 Sign per 2009 MUTCD and Long Beach Std. 317	EA	2	\$392.00	\$784.00	Yes	
49			Compliance and Maintenance of CGP, SWPPP, and BMP	LS	1	\$35,640.00	\$35,640.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
50			Furnish and Install Sign D11-1A and D11-2 per 2009 MUTCD and Long Beach Std. 317	EA	8	\$475.00	\$3,800.00	Yes	
51			Paint Crosswalk per City of Long Beach Std. 307	EA	2	\$950.00	\$1,900.00	Yes	
52			Furnish and Install W11-15 and W16-7P Signs per 2009 MUTCD in Fluorescent Yellow-Green and Long Beach Std. 317	EA	2	\$475.00	\$950.00	Yes	
53			Paint White 24"X36" Triangular Yield Lines per Figure 3B-14 of the 2009 MUTCD	EA	8	\$77.00	\$616.00	Yes	
54			Furnish and Install R1-5 Sign per 2009 MUTCD and Long Beach Std. 317	EA	2	\$392.00	\$784.00	Yes	
55			Existing Water Meter Adjustment	EA	1	\$2,970.00	\$2,970.00	Yes	
56			Existing Water Line Connection	EA	1	\$2,970.00	\$2,970.00	Yes	
57			Remove and dispose of existing 8" sewer main	LF	175	\$62.00	\$10,850.00	Yes	
58			1 sack slurry fill of abandoned pipe.	LF	65	\$26.00	\$1,690.00	Yes	
59			Furnish and Install 22.5" 6"-PVC bend	EA	1	\$2,138.00	\$2,138.00	Yes	
60			Construct Sewer Manhole per LBWD-501	EA	1	\$3,802.00	\$3,802.00	Yes	
61			Connect to existing sewer main per LACSD std plan S-A-86	EA	1	\$2,970.00	\$2,970.00	Yes	
62			Remove and dispose of existing SS manhole	EA	1	\$535.00	\$535.00	Yes	
63			Construct new SS manhole per WDS-502. Re-connect exist. Sewer pipe on the southeast side to the same Invert/location	EA	3	\$5,346.00	\$16,038.00	Yes	
64			Remove upper portion of existing manhole to at least 12" below street subgrade, break the bottom of the existing manhole and backfill with 1 sack slurry	LS	1	\$6,534.00	\$6,534.00	Yes	
65			Construct 6" PVC SDR-26 sewer main, trenching per LBWD std. Plan wds-406	LF	195	\$303.00	\$59,085.00	Yes	
66			Construct 8" PVC sdr-26 sewer main, trenching per LBWD Std. Plan WDS-406, re-connect 3 existing sewer laterals to new sewer main	LF	175	\$315.00	\$55,125.00	Yes	
67			Construct Driveway Per City of Long Beach Std. 105 Type 5	EA	1	\$4,158.00	\$4,158.00	Yes	
68			Construct 6" Standard Curb and Gutter Per SSPWC Std. 120-2, A2-6 With 1.5' Wide Gutter	LF	75	\$38.00	\$2,850.00	Yes	
69			Construct 6" Thick Concrete Pavement with Construction Joints at 12' Interval, Standard Concrete Color Finish	SF	300	\$32.00	\$9,600.00	Yes	
70			Construct 4" AC Over 6" CAB or Match Existing AC Pavement Section	SF	260	\$36.00	\$9,360.00	Yes	
71			Sawcut And Join Existing	LF	80	\$24.00	\$1,920.00	Yes	
72			Furnish And Install Native Soil With Cobbles, Cobbles Sizes To Be 0.75" To 1", Provide Landscape Fabric By Typar Or Approved Equivalent Underneath Cobbles Layer.	SF	155	\$97.00	\$15,035.00	Yes	
73			Construct Stamped Concrete , Stamped Concrete Pattern To Be Provided To City Of Long Beach Public Works For Approval.	SF	75	\$32.00	\$2,400.00	Yes	
74			Construct 6" Retaining Curb Per SSPWC Std. 120-2, A1-6	LF	28	\$59.00	\$1,652.00	Yes	
75			Construct Warning Grooves with Truncated Domes per Sheet C-12	EA	2	\$1,426.00	\$2,852.00	Yes	
76			Benches	EA	6	\$3,326.00	\$19,956.00	Yes	
77			Picnic Tables	EA	2	\$4,752.00	\$9,504.00	Yes	
78			Trash Receptacles	EA	3	\$3,564.00	\$10,692.00	Yes	
79			Drinking fountain	EA	1	\$4,633.00	\$4,633.00	Yes	
80			Blke Rack	EA	1	\$1,723.00	\$1,723.00	Yes	
81			Bog Seat	EA	6	\$4,990.00	\$29,940.00	Yes	
82			Dog Waste Station	EA	2	\$713.00	\$1,426.00	Yes	
83			Interpretive sign - Wetlands	EA	1	\$594.00	\$594.00	Yes	
84			Interpretive sign - Historical Railroad	EA	1	\$594.00	\$594.00	Yes	
85			Interpretive sign - RMC Funding Sign	EA	1	\$594.00	\$594.00	Yes	
86			Non-potable water signs	EA	3	\$356.00	\$1,068.00	Yes	
87			All Irrigation except downstream of Drip Transition Points	LS	1	\$149,569.00	\$149,569.00	Yes	
88			Wetlands Electrical Work	LS	1	\$344,520.00	\$344,520.00	Yes	
89			Submersible Solids-Handling Pump	LS	1	\$71,280.00	\$71,280.00	Yes	
90			SD-02 Pump Discharge Piping System, Including valves	LS	1	\$15,444.00	\$15,444.00	Yes	
91			SD-02 Electrical Work	LS	1	\$21,384.00	\$21,384.00	Yes	
92			Wetlands Site Dewatering	DAYS	70	\$1,366.00	\$95,620.00	Yes	
93			Soil Disposal	TONS	1418	\$72.00	\$102,096.00	Yes	
94			Public Yard Sanitary Sewer Dewatering	DAYS	15	\$2,970.00	\$44,550.00	Yes	

Line Item Subtotals

	Section Title	Line Total
Base Bid		\$2,689,210.00
	Grand Total	\$2,689,210.00

EXHIBIT B

Workers Compensation Certificate

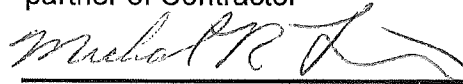
WORKERS' COMPENSATION CERTIFICATION

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:

E2 Contracting, Inc.

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



Title: Secretary

Date: 16November2021

EXHIBIT C

Information to Comply with Labor Code Section 2810

**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.

Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

12October2021

Date of Site Examination

E2 Contracting, Inc.

Company

Michael R. Lewis

Printed Name of Company Representative



Signature of Representative

16November2021

Date

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

<u>Name</u>	<u>High Power Electric, Inc.</u>	<u>Type of Work</u>	<u>Electrical Contractor</u>
<u>Address</u>	<u>3201 N Alameda Street, Suite F</u>		
<u>City</u>	<u>Compton, CA 90222</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 100,000.00 290,000.⁰⁰</u>
<u>Phone No.</u>	<u>(424) 785-8794</u>		
<u>License No.</u>	<u>1017423</u>	<u>DIR Registration No.</u>	<u>PW-LR-1000814344</u>
<u>Name</u>	<u>Newman Equipment Rental, Inc.</u>	<u>Type of Work</u>	<u>Trenching</u>
<u>Address</u>	<u>731 W. Woodcrest Avenue</u>		
<u>City</u>	<u>Fullerton, CA 92832</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 50,000.00</u>
<u>Phone No.</u>	<u>(714) 404-7579</u>		
<u>License No.</u>	<u>1058917</u>	<u>DIR Registration No.</u>	<u>PW-LR-1000524105</u>
<u>Name</u>	<u>Marina Landscape, Inc.</u>	<u>Type of Work</u>	<u>Landscaping; Irrigation</u>
<u>Address</u>	<u>1900 S. Lewis Street</u>		
<u>City</u>	<u>Anaheim, CA 92805</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 30,000.00</u>
<u>Phone No.</u>	<u>(714) 939-6600</u>		
<u>License No.</u>	<u>492862</u>	<u>DIR Registration No.</u>	<u>1000000001 1000000079</u>
<u>Name</u>	<u>Doty Bros. Construction Company</u>	<u>Type of Work</u>	<u>Sewer and Storm Drains</u>
<u>Address</u>	<u>11232 E. Firestone Boulevard</u>		
<u>City</u>	<u>Norwalk, CA 90650</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 80,000.00</u>
<u>Phone No.</u>	<u>(562) 864-6566</u>		
<u>License No.</u>	<u>273024</u>	<u>DIR Registration No.</u>	<u>1000000977</u>
<u>Name</u>	<u>Gaudenti & Sons Corp</u>	<u>Type of Work</u>	<u>Operated Equipment; Demolition</u>
<u>Address</u>	<u>231 Vista Del Mar</u>		
<u>City</u>	<u>Redondo Beach, CA 90277</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 100,000.00</u>
<u>Phone No.</u>	<u>(310) 779-5574</u>		
<u>License No.</u>	<u>283650</u>	<u>DIR Registration No.</u>	<u>PW-LR-1000434265</u>

LIST OF SUBCONTRACTORS

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

<u>Name</u>	<u>NorthStar Demolition and Remediation, LLP.</u>	<u>Type of Work</u>	<u>ACM Abatement</u>
<u>Address</u>	<u>404 North Berry Street</u>		
<u>City</u>	<u>Brea, CA 92821</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 25,000.00</u>
<u>Phone No.</u>	<u>(714) 672-3500</u>		
<u>License No.</u>	<u>914688</u>	<u>DIR Registration No.</u>	<u>1000005416</u>
<u>Name</u>	<u>Superior Pavement Markings</u>	<u>Type of Work</u>	<u>Pavement and Asphalt Striping & Signs</u>
<u>Address</u>	<u>5312 Cypress Street</u>		
<u>City</u>	<u>Cypress, CA 90630</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 10,000.00</u>
<u>Phone No.</u>	<u>(714) 995-9100</u>		
<u>License No.</u>	<u>776306</u>	<u>DIR Registration No.</u>	<u>1000001476</u>
<u>Name</u>	<u>C Below, Inc.</u>	<u>Type of Work</u>	<u>Utility Locating/Subsurface imaging</u>
<u>Address</u>	<u>14280 Euclid Avenue</u>		
<u>City</u>	<u>Chino, CA 91710</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 12,000.00</u>
<u>Phone No.</u>	<u>(888) 902-3569</u>		
<u>License No.</u>	<u>959964</u>	<u>DIR Registration No.</u>	<u>1000003150</u>
<u>Name</u>	<u>Clean Harbors Environmental Services, Inc.</u>	<u>Type of Work</u>	<u>Dewatering; containment; sewer dewatering</u>
<u>Address</u>	<u>18408 S. Laurel Park Road</u>		
<u>City</u>	<u>Compton, CA 90220</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 60,000.00</u>
<u>Phone No.</u>	<u>(800) 645-8265</u>		
<u>License No.</u>	<u>720298</u>	<u>DIR Registration No.</u>	<u>1000013713</u>
<u>Name</u>	<u>Pfeiler and Associates Engineers, Inc.</u>	<u>Type of Work</u>	<u>Sureying</u>
<u>Address</u>	<u>22609 La Palma Avenue, Suite 202</u>		
<u>City</u>	<u>Yorba Linda, CA 92887</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 15,000.00</u>
<u>Phone No.</u>	<u>(909) 993-5800</u>		
<u>License No.</u>	<u>Professional License</u>	<u>DIR Registration No.</u>	<u>1000009070</u>

EXHIBIT “E”

Letter of Assent



E2 Contracting, Inc.

1 Technology Dr., Suite C515, Irvine, C 92618. Tel: 562-674-0990

PLA Administrator
City of Long Beach
4111 W Ocean Blvd,
Long Beach, CA 90802
Attn: Teri Luce

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that E2 Contracting, Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 35891 effective May 6, 2021, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

E2 Contracting, Inc.

By: *Erik Franzen* 31 JAN 22 Erik Franzen, President



APPENDIX “A”

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

Performance Bond
No. **CMGP00005226**
Premium: **\$53,784.00**

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 **E2 CONTRACTING, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **LONG BEACH MUST FACILITY PHASE 1C WETLANDS**, as described in Specification No.: R-7187, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Argonaut Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Two Million Six Hundred Eighty-Nine Thousand Two Hundred Ten Dollars (\$2,689,210)** 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.

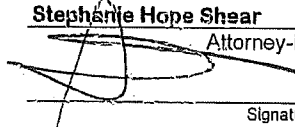
The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their 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.

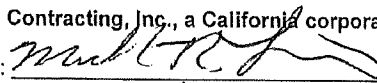
FURTHER, Principal and Surety agree that if Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

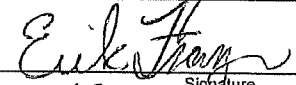
The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 26th day of January, 2022.

Argonaut Insurance Company
Surety Name
By: 
Signature
Name: Stephanie Hope Shear
Printed Name
Title: Attorney-in-Fact
Address: c/o CMGIA, 20335 Ventura Blvd., Ste 426
Woodland Hills, CA 91364
Telephone: (866)363-2642

Stephanie Hope Shear
Attorney-in-Fact

Signature

E2 Contracting, Inc., a California corporation
By: 
Signature
Name: Michael R. Lewis
Printed Name
Title: Secretary

By: 
Signature
Name: ERIK FRANZEN
Printed Name
Title: PRESIDENT



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

_____, 2022

FEB. 7, _____, 2022

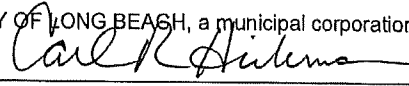
Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: _____
Deputy City Attorney

By: 
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

COVID-19 PERFORMANCE BOND NOTICE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond No.: CMGP00005226

WHEREAS, on or about the _____, day of _____, _____,
E2 CONTRACTING, INC.
(hereinafter called the "Principal"), entered into a written agreement with
City of Long Beach
(hereinafter called the "Primary Obligee") for the construction of
the Specification No. R-7187 for Long Beach Must Facility Phase 1C Wetlands in the City of Long Beach, California
(hereinafter called the "Contract"); and

WHEREAS, Principal and Argonaut Insurance Company (hereinafter referred to as "Surety") have agreed to execute and deliver this Rider in conjunction Bond No.: CMGP00005226

WHEREAS, the BOND has been required and/or requested by the OBLIGEE during a national epidemic or pandemic. In response, the federal, state, and local governments have issued stay-at-home and/or emergency orders in order to protect public health.

WHEREAS, this RIDER is created, effective, and issued contemporaneously with the term of the BOND, and the SURETY and PRINCIPAL rely upon the effectiveness of this RIDER and the incorporation of its interpretation of the terms and obligations of the BOND at the beginning of its term as an inducement to its agreement of the terms and obligations of the BOND.

WHEREAS, quarantine procedures have been issued by the appropriate governmental authorities in the interest of public health to reduce or prevent the epidemic or pandemic.

WHEREAS, as the orders and actions of the government are ever-changing, no party can adequately predict how the Bonded Project may be affected. Accordingly, any delays, costs increases, labor shortages, availability of materials, or any other event hindering the performance of any party's contractual duties caused by or related to the epidemic or pandemic are unforeseen at the time of formation of the contract.

The SURETY's bonded obligations under the BOND are clarified by this RIDER, or to the extent necessary, modified as follows:

1. In the event of any delays, cost increases, labor shortages, availability of materials, or any other event hindering the performance of any party's contractual duties caused by or related to any epidemic or pandemic, the SURETY agrees to cooperate with the PRINCIPAL and the OBLIGEE to assist with the completion of the contract

COVID-19 PERFORMANCE BOND NOTICE RIDER

and comply with any and all directives from federal, state, and local authorities to maintain to the public health.

2. The BOND has been issued during an epidemic or pandemic, but the specific impacts, delays, defaults, or damages relating to the pandemic on the performance of the contract are unknown to the SURETY, OBLIGEE, and PRINCIPAL and are unforeseen at the time of formation of the BOND.
3. The SURETY agrees to assist all parties to mitigate any potential damages on the Project. The parties' duty to mitigate has not been abridged. The SURETY will comply with all federal, state, or local governmental guidance regarding the performance of the contract and the protection of public health and that of their employees.
4. If performance of the OBLIGEE's and/or the PRINCIPAL's obligations under the contract becomes impracticable as caused by or related to the effects of any epidemic or pandemic and/or related governmental orders, the SURETY's obligations hereunder are likewise deemed impracticable. Impracticability is defined as the existence of a fact or circumstance which makes the performance of the duty to be unfeasibly difficult or expensive. The standard for unfeasibility is whether performance is commercially unreasonable.
5. If the contracts, agreements, or other documents require notice from the PRINCIPAL and/or the SURETY regarding epidemic or pandemic related impacts on the Bonded Project, the OBLIGEE is deemed to have sufficient notice upon receipt of this RIDER.

Except as herein modified, the Bond shall be and remains in full force and effect.

SIGNED AND DATED THIS 26th day of January, 2022.

Argonaut Insurance Company (SURETY)

By: 

Name: Stephanie Hope Shear

Title: Attorney-in-Fact

COVID-19 PERFORMANCE BOND NOTICE RIDER

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.

Argonaut Insurance Company



Handwritten signature of Joshua C. Betz

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



Handwritten signature of Kathleen M. MEEKS

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 26th day of January, 2022.



Handwritten signature of James Bluzard

James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On JAN 26 2022 before me, Lucas Patterson, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Stephanie Hope Shear
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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 Orange)

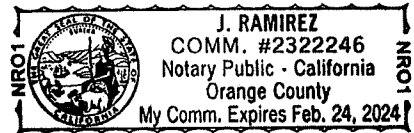
On February 1, 2022 before me, J. Ramirez, Notary Public
(insert name and title of the officer)

personally appeared Michael Robert Lewis,
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 J. Ramirez (Seal)



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 Orange

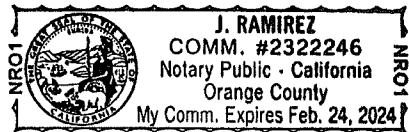
On February 1, 2022 before me, J. Ramirez, Notary Public
(insert name and title of the officer)

personally appeared Erik Franzen
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 J. Ramirez (Seal)



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

Payment Bond
No. **CMGP00005226**

**Premium Included in The
Performance Bond**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **E2 CONTRACTING, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **LONG BEACH MUST FACILITY PHASE 1C WETLANDS**, as described in Specification No.: R-7187, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and **Argonaut Insurance Company** admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Two Million Six Hundred Eighty-Nine Thousand Two Hundred Ten Dollars (\$2,689,210)** 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 26th day of January, 2022.

Argonaut Insurance Company
Surety Name
By: [Signature]
Signature
Name: Stephanie Hope Shear
Printed Name
Title: Attorney-in-Fact
c/o CMGIA, 20335 Ventura Blvd., Ste 426
Address: Woodland Hills, CA 91364
Telephone: (866)353-2642

Stephanie Hope Shear
Attorney-in-Fact
[Signature]
Signature

E2 Contracting, Inc., a California corporation
By: [Signature]
Signature
Name: Michael R. Lewis
Printed Name
Title: Secretary
By: [Signature]
Signature
Name: ERIK FRANZEN
Printed Name
Title: PRESIDENT



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

_____, 2022

FEB. 7, _____, 2022

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: _____
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

NOTE:

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia, Matthew Dionisio

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



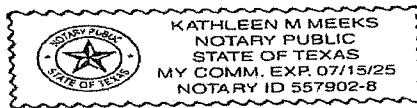
by: [Signature]

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

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



[Signature]

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 26th day of January, 2022.



[Signature]

James Bluzard, Vice President-Surety

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On JAN 26 2022 before me, Lucas Patterson, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stephanie Hope Shear
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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 Orange)

On February 1, 2022 before me, J. Ramirez, Notary Public
(insert name and title of the officer)

personally appeared Michael Robert Lewis,
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 J. Ramirez (Seal)

