

1 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 Five Million Four Hundred Eighty-Six Thousand Nine Hundred
4 Eighteen Dollars (\$5,486,918) for the estimated quantities established in the Bid,
5 subject 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-7030 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4653 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; this
19 Contract and all documents attached hereto or referenced herein including but not
20 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
21 Proceed; Notice of Completion; any addenda or change orders issued in
22 accordance with the Standard Specifications; any permits required and issued for
23 the work; approved final design drawings and documents; and the Information Sheet
24 ("Contract Documents"). These Contract Documents are incorporated herein by the
25 above reference and form a part of this Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
27 if any conflict or inconsistency exists or develops among or between Contract
28 Documents, the following priority shall govern: 1) Permit(s) from other public

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

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written "Notice to Proceed" from City and shall complete all work within
10 two hundred eighty (280) working days thereafter, subject to strikes, lockouts and events
11 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
12 damage if the work is not completed within the time stated, but those damages would be
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
14 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

6 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

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

20 13. CERTIFIED PAYROLL RECORDS.

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

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

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

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

15 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

3 15. NOTICES.

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

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

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

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

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

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

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

9 20. TAXES AND TAX REPORTING.

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

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

1 personal property that was subject to sales or use tax in the previous calendar year.

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

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

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

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

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

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

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

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

24 26. DAVIS BACON. This federal-aid Work is subject to the requirements
25 of the Davis Bacon Act. Contractor must comply with the Federal Wage Decision contained
26 in Division E of the Specifications and the addenda attached hereto as Addendum "A" and
27 incorporated herein, as well as all record keeping requirements of the Davis Bacon Act.
28 Contractor is advised that they are to apply the higher wage for each craft when comparing

1 state versus federal rates assigned to this contract.

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

8 28. GOVERNING LAW. This Contract shall be governed by and
9 construed pursuant to the laws of the State of California (except those provisions of
10 California law pertaining to conflicts of laws).

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

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

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

26 A. During the performance of this Contract, the Contractor certifies
27 and represents that the Contractor will comply with the EBO. The Contractor agrees
28 to post the following statement in conspicuous places at its place of business

1 available to employees and applicants for employment:

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

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

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

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

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

21 32. DEFAULT. Default shall include but not be limited to Contractor's
22 failure to perform in accordance with the Plans and Specifications, failure to comply with
23 any Contract Document, failure to pay any penalties, fines or charges assessed against
24 Contractor by any public agency, failure to pay any charges or fees for services performed
25 by the City, and if Contractor has substituted any security in lieu of retention, then default
26 shall also include City's receipt of a stop notice. If default occurs and Contractor has
27 substituted any security in lieu of retention, then in addition to City's other legal remedies,
28 City shall have the right to draw on the security in accordance with Public Contract Code

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

1 Section 22300 and without further notice to Contractor. If default occurs and Contractor
2 has not substituted any security in lieu of retention, then City shall have all legal remedies
3 available to it.

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

6 LOS ANGELES ENGINEERING, INC., a
7 California corporation

8 December 13, 2021

By 
Name Aaron O'Brien
Title Secretary

9 _____, 2021

By _____
Name _____
Title _____

10 "Contractor"

11 CITY OF LONG BEACH, a municipal
12 corporation

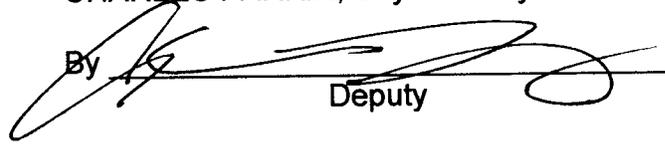
13 December 27, 2021

14 By 
15 City Manager

16 "City"

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

18 CHARLES PARKIN, City Attorney

19 By 
20 Deputy

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MINUTES OF SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
LOS ANGELES ENGINEERING, INC.
A California Corporation

The Directors of LOS ANGELES ENGINEERING, INC., A California Corporation, held the special Meeting of the Board of Directors at 633 N. Barranca, Covina, California, on April 30, 2021 at the hour of 2:00 p.m. for the purpose of passing on any business which might be brought before the meeting.

There were present at said meeting the following Directors, constituting a quorum of the full Board:

ANGUS O'BRIEN AND AARON O'BRIEN

ANGUS O'BRIEN acted as Chairman of the meeting and AARON O'BRIEN acted as Secretary of the meeting.

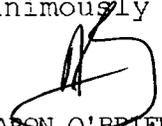
RESOLVED - Angus O'Brien, Aaron O'Brien and Melody Turner as Officers are authorized to sign bid documents and contracts concerning the corporation business and thereby bind the corporation to the contract and is authorized to do all things necessary and properly to carry out negotiations and execution of contracts with a public agency.

RESOLVED - The following persons are confirmed as the duly elected officers, serving in their said capacity until their successors are elected and qualified:

Angus O'Brien	President
Aaron O'Brien	Secretary
Aaron O'Brien	Chief Operating Officer
Melody Turner	Chief Financial Officer

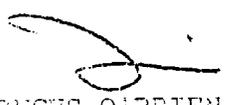
There being no further business to come before the meeting and upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

ATTEST:


AARON O'BRIEN, Secretary

This Corporate Resolution is in force.
Signed this 13th day of December 2021


Aaron O'Brien, Secretary


ANGUS O'BRIEN, Chairman and President

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 Los Angeles)

On 12/13/2021 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared AARON O'BRIEN
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.

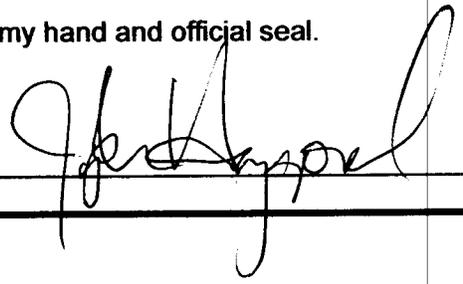
Signature  (Seal)



EXHIBIT A

Awarded: Whole Bid

City of Long Beach
 Bid Results for Project El Dorado Duck Pond Rehabilitation (R-7030 - REBID)
 Issued on 11/17/2021
 Bid Due on November 30, 2021 10:00 AM (PST)
 Exported on 11/30/2021

Not MBE/DBE/WBE/SBE
 CSLB 591176 DIR 1000002848
 Los Angeles Engineering, Inc.

Line Totals (Unit Price * Quantity)

Item Num	Description	Unit of Measure	Quantity	Unit Price	Extended Total
1	Best Management Practices	LS	1	\$70,000.00	\$70,000.00
2	Temporary Fencing & Screen	LS	1	\$75,000.00	\$75,000.00
3	Utility Verification & Potholing	LS	1	\$10,000.00	\$10,000.00
4	Site Demolition & Clearing	LS	1	\$900,000.00	\$900,000.00
5	Dewatering, Soil Excavation & Stockpiling of Overburden Non-Hazardous Waste	CY	7,770	\$52.00	\$404,040.00
6	Disposal of Overburden Non-Hazardous Waste	TN	10,490	\$8.50	\$89,165.00
7	Site Grading	LS	1	\$600,000.00	\$600,000.00
8	Excess Soil Excavation & Stockpiling	CY	2,640	\$29.00	\$76,560.00
9	Disposal of Excess Non-Hazardous Waste	TN	745	\$10.00	\$7,450.00
10	Crushed Rock	CY	360	\$115.00	\$41,400.00
11	Pond Liner	LS	1	\$350,000.00	\$350,000.00
12	Eroded Shoreline (Not Including Habitat Island)	LF	1,935	\$65.00	\$125,775.00
13	Wetland Planter Shoreline	SF	19,000	\$9.50	\$180,500.00
14	Forebay	SF	8,525	\$6.50	\$55,412.50
15	Wetland	SF	5,710	\$3.00	\$17,130.00
16	Habitat Island Restoration	LS	1	\$15,000.00	\$15,000.00
17	Drystream & Walkway Crossing	LS	1	\$15,000.00	\$15,000.00
18	Concrete Sidewalk	SF	18,500	\$9.00	\$166,500.00
19	Reclaimed Water System (Complete)	LS	1	\$150,000.00	\$150,000.00
20	Golf Course Irrigation Line	LS	1	\$350,000.00	\$350,000.00
21	Trunk Sewer Connection	LS	1	\$15,000.00	\$15,000.00
22	Storm Drain Outfall (Complete)	LF	113	\$345.00	\$38,985.00
23	Golf Course Irrigation Line (Complete but not Including Trunk Sewer Connection)	LS	1	\$20,000.00	\$20,000.00
24	Park Irrigation System	LS	1	\$10,000.00	\$10,000.00
25	Alum Addition	LS	1	\$32,000.00	\$32,000.00
26	Landscaping (Including Temporary Irrigation)	LS	1	\$230,000.00	\$230,000.00
27	Furnish & Place Signage	LS	1	\$4,000.00	\$4,000.00
28	Removal of Asbestos Concrete	LS	1	\$10,000.00	\$10,000.00
29	Parking Upgrades & Restoration	LS	1	\$10,000.00	\$10,000.00
30	Site Electrical (Complete)	LS	1	\$80,000.00	\$80,000.00
31	Water Level Control	LS	1	\$15,000.00	\$15,000.00
32	Odor Nuisance Control	LS	1	\$50,000.00	\$50,000.00
33	Pump Station Mechanical System	LS	1	\$911,500.00	\$911,500.00
34	Pump Room Floor	LS	1	\$50,000.00	\$50,000.00
35	Pump Room Roof	LS	1	\$35,000.00	\$35,000.00
36	Piping Yard Roof	LS	1	\$30,000.00	\$30,000.00
37	Piping Yard Wall Repair	LS	1	\$6,500.00	\$6,500.00
			Subtotal		\$5,246,918.00
38	Mobilization/Demobilization (Not to exceed 5% of Base Bid Subtotal Items 1-37)	LS	1	\$240,000.00	\$240,000.00
			Total		\$5,486,918.00

EXHIBIT B

Workers Compensation Certificate

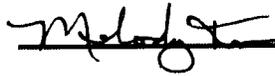
WORKERS' COMPENSATION CERTIFICATION

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:

Los Angeles Engineering, Inc.

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



Title: Melody Turner

Date: 11/30/2021

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: 54310127
 - B. Name of Insurer (**NOT** Broker): Federal Insurance Company
 - C. Address of Insurer: 202 Halls Mill Road, Whitehouse Station, NJ 08889
 - D. Telephone Number of Insurer: 908-580-2000
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See Attached List
 - B. Automobile Liability Insurance Policy Number: 54310125
 - C. Name of Insurer (**NOT** Broker): Federal Insurance Company
 - D. Address of Insurer: 202 Halls Mill Road, Whitehouse Station, NJ 08889
 - E. Telephone Number of Insurer: 908-580-2000
- 3) Address of Property used to house workers on this Contract, if any: None
- 4) Estimated total number of workers to be employed on this Contract: 15
- 5) Estimated total wages to be paid those workers: 250,000.00
- 6) Dates (or schedule) when those wages will be paid: Weekly on Fridays
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 5
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

Name Pacific Aquascape Type of Work Pond Rehab (partial)
 Address (A) 1725 17520 Newhope St. Ste 120
 City Fountain Valley, CA Dollar Value of Subcontract \$ 1050200
 Phone No. 714 481 7260
 License No. 972335 DIR Registration No. 1000003034

Name Big Bear Electric Type of Work (A) Electrical Electrical (partial)
 Address Po Box 3001
 City Big Bear City Dollar Value of Subcontract \$ 64340.43
 Phone No. 909 547 6803
 License No. 972582 DIR Registration No. 1000002330

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

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

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

Addendum “A”

Federal Davis Bacon Contract Provisions and Related Matters(29 CFR § 5.5)

(a) **Davis Bacon Provisions.** (For any federally assisted contract in an amount in excess of \$2,000)

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The City of Long Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the

construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Long Beach if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either

directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage

determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act.** (For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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 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
(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 LOS ANGELES ENGINEERING, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the El Dorado Duck Pond Rehabilitation Project, as described in Specification No.: R-7030, 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 Liberty Mutual Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Five Million Four Hundred Eighty-Six Thousand Nine Hundred Eighteen Dollars (\$5,486,918) 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 10th day of December, 2021.

Liberty Mutual Insurance Company

By: [Signature] Surety Name
 Signature
 Name: Maria Pena Printed Name
 Title: Attorney-in-Fact
 Address: 790 The City Drive South, Orange, CA 92868
 Telephone: 213-443-2476

 Attorney-in-Fact

 Signature

Los Angeles Engineering, Inc., a California corporation

By: [Signature] Signature
 Name: Starrin O'Brien Printed Name
 Title: Secretary
 By: _____ Signature
 Name: _____ Printed Name
 Title: _____

(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

December 20, 2021

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
 City Manager/City Engineer
Linda J. Tatum

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.

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 Los Angeles)

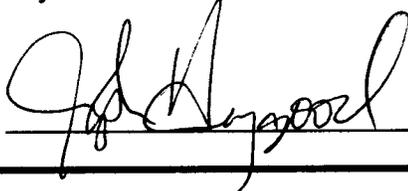
On 12/13/2021 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared AARON O'BRIEN
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.

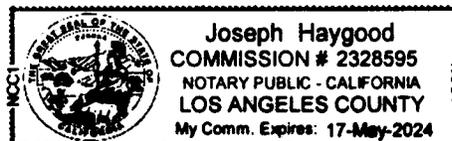
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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.

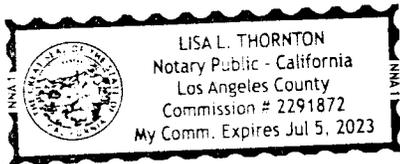
State of California)
) ss
County of Los Angeles)

On DEC 10 2021, before me, Lisa L. Thornton, Notary Public, personally appeared Maria Pena, 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.

(Seal)



Signature: [Handwritten Signature]
Lisa L. Thornton, Notary Public

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **LOS ANGELES ENGINEERING, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the **EI Dorado Duck Pond Rehabilitation Project**, as described in Specification No.: R-7030, 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 **Liberty Mutual Insurance Company** admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Five Million Four Hundred Eighty-Six Thousand Nine Hundred Eighteen Dollars (\$5,486,918)** 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 10th day of December, 2021.

Liberty Mutual Insurance Company

By: [Signature]
Signature
Name: Maria Pena
Printed Name
Title: Attorney-in-Fact
Address: 790 The City Drive South, Orange, CA 92868
Telephone: 213-443-2476

Attorney-in-Fact

Signature

Los Angeles Engineering, Inc., a California corporation

By: [Signature]
Signature
Name: Aaron O'Brien
Printed Name
Title: Secretary
By: _____
Signature
Name: _____
Printed Name
Title: _____

(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

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.

December 20, 2021

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
City Manager/City Engineer
[Signature]

NOTARY PUBLIC
STATE OF CALIFORNIA

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 Los Angeles)

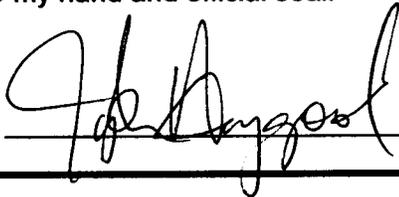
On 12/13/2021 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared AARON O'BRIEN
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.

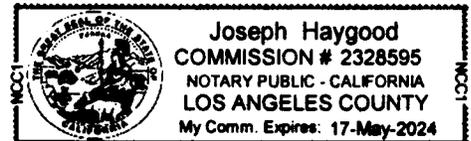
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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)
) ss
County of Los Angeles)

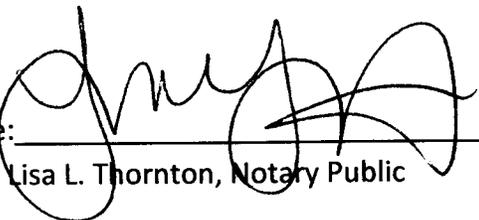
On DEC 10 2021, before me, Lisa L. Thornton, Notary Public, personally appeared Maria Pena, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

(Seal)

Signature: _____



Lisa L. Thornton, Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 10 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.