

CONTRACT

36517

THIS CONTRACT is made and entered, as of January 24, 2023 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 17, 2023, by and between POWELL CONSTRUCTORS INC., a California corporation ("Contractor"), whose address is 8555 Banana Avenue, Fontana, California 92335, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for the I-605 Soundwall, Coyote Creek to Spring Street Project ("Project") in the City of Long Beach, California, dated September 24, 2022, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7171;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7171 for the I-605 Soundwall, Coyote Creek to Spring Street Project in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for the I-605 Soundwall, Coyote Creek to Spring

1 Street Project in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however that the total compensation to Contractor shall not to exceed the
3 maximum cumulative amount of Two Million Seventy-Three Thousand Ninety-Five
4 Dollars (\$2,073,095) for the estimated quantities established in the Bid, subject to
5 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-7171 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. C-6430 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
25 These Contract Documents are incorporated herein by the above reference and
26 form a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

21 11. PREVAILING WAGE RATES. This project is a public work under
22 Labor Code § 1720 et seq. Pursuant to Division 2, Part 8, chapter 1 of the Labor Code of
23 the State of California, the Director of Public Works of the City by and on behalf of the City
24 Council has obtained from the Director of the Department of Industrial
25 Relations of the State of California the general prevailing rate of per diem wages, and the
26 general prevailing rate of holiday and overtime work in the locality in which the public works
27 is to be performed for each craft, classification or type of workers needed to perform the
28 Work. Contractor is directed to pay the general rate of per diem wages for each craft,

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

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

25 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

26 Contractor is advised that this work constitutes a public work of improvement subject to
27 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
28 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid

on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public contract Code, or engage in the performance of any contract for public work, as defined in the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into without proof of the Contractor's (or subcontractor's) current registration to perform public work pursuant to Section 1725.5. All work conducted in support of this public work of improvement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Certified payrolls shall be submitted electronically directly to the Department of Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in the California Labor Code Section 1777.5 and will be responsible for subcontractor apprenticeship compliance to the same.

13. CERTIFIED PAYROLL RECORDS.

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

B. Contractor shall submit to the City certified payroll records for Contractor and all subcontractors performing any portion of the work under this Contract on a monthly basis. Certified payroll records for Contractor and all

1 subcontractors shall be maintained during the course of the work and shall be kept
2 by Contractor for at least three (3) years after completion of the work.

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

7 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

23 15. NOTICES.

24 A. Any notice required hereunder shall be in writing and personally
25 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
26 Contractor at the address first stated herein, and to the City at 411 West Ocean
27 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
28 address shall be given in the same manner as stated herein for other notices. Notice

1 shall be deemed given on the date deposited in the mail or on the date personal
2 delivery is made, whichever first occurs.

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

6 16. BONDS. Contractor shall, simultaneously with the execution of this
7 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
8 form attached hereto and in the amount specified therein, conditioned upon the faithful
9 performance of this Contract by Contractor, and a good and sufficient corporate surety
10 bond, in the form attached hereto and in the amount specified therein, conditioned upon
11 the payment of all labor and material claims incurred in connection with this Contract.

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

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

26 19. CONTINUATION. Termination or expiration of this Contract shall not
27 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
28 prior to termination or expiration of this Contract.

20. TAXES AND TAX REPORTING.

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

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

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

D. In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be

1 delivered to the City Engineer. The form must be submitted and the permit(s)
2 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
3 order any materials or equipment over One Hundred Thousand Dollars
4 (\$100,000.00) from vendors outside California until the form is submitted and the
5 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
6 Contract. In addition, Contractor shall make all purchases from the Long Beach
7 sales office of its vendors if those vendors have a Long Beach office and all
8 purchases made by Contractor under this Contract which are subject to use tax of
9 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
10 of Long Beach. Contractor shall require the same cooperation with City, with
11 regards to subsections B, C and D under this section (including forms and permits),
12 from its subcontractors and any other subcontractors who work directly or indirectly
13 under the overall authority of this Contract.

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

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

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

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

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

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

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

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

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

28 29. NONDISCRIMINATION. In connection with performance of this

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

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

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

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

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

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

D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

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

7 31. PROJECT LABOR AGREEMENT. This Project is covered by a
8 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the
9 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory
10 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
11 worked. The local hire provision requires best efforts to utilize qualified workers residing
12 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
13 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
14 However, if Project work is funded in full or in part by State of California Tideland funds,
15 then the local hire provision requires best efforts to utilize qualified workers residing within
16 the Counties of Los Angeles or Orange. In addition, there is a provision with a goal of ten
17 percent (10%) to hire Transitional Workers and Veterans. Contractor shall complete and
18 deliver to City the form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated
19 by reference, to comply with the PLA. Contractor agrees to work with the City and its
20 selected Independent Jobs Coordinator, if applicable, to promote the local hiring goals and
21 objectives of the PLA.

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

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

1 City shall have the right to draw on the security in accordance with Public Contract Code
2 Section 22300 and without further notice to Contractor. If default occurs and Contractor
3 has not substituted any security in lieu of retention, then City shall have all legal remedies
4 available to it.

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

7 POWELL CONSTRUCTORS INC., a
8 California corporation
9 February 13, 2023 By [Signature]
10 Name Michael B. Powell
11 Title President

12 _____, 2023 By _____
13 Name _____
14 Title _____

15 EXECUTED PURSUANT "Contractor"
16 TO SECTION 301 OF
17 THE CITY CHARTER.

CITY OF LONG BEACH, a municipal
corporation

18 2/27/2023, 2023 By [Signature]
19 City Manager

"City"

20 This Contract is approved as to form on FEBRUARY 14, 2023.

DAWN MCINTOSH, City Attorney

21 By [Signature]
22 Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

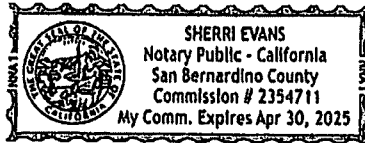
State of California)

County of San Bernardino)On February 13, 2023 before me, Sherri Evans, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Michael B. Powell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Sherri Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT "A"

Awarded: Whole Bid

Powell Constructors, inc
8555 Banana Ave
Fontana, CA 92335
(909) 356-8880

Item Numt Description	Quantity	UOM	Unit Cost	Extended Total
1 Lead Compliance Plan	1	LS	4,000.00	4,000.00
2 Construction Area Signs	1	LS	21,000.00	21,000.00
3 Traffic Control System	1	LS	177,000.00	177,000.00
4 Temporary Pavement Marking (Paint)	62	SF	20.00	1,240.00
5 Temporary Traffic Striping (Paint)	11600	LF	0.40	4,640.00
6 Channelizer (Surface Mounted)	15	EA	50.00	750.00
7 Portable Flashing Beacon	3	EA	1,400.00	4,200.00
8 Temporary Pavement Marker	43	EA	23.00	989.00
9 Portable Changeable Message Sign	1	EA	8,000.00	8,000.00
10 Temporary Railing (Type K)	2120	LF	20.00	42,400.00
11 Temporary Crash Cushion Module	14	EA	300.00	4,200.00
12 Temporary Traffic Screen	2120	LF	2.50	5,300.00
13 Job Site Management	1	LS	30,000.00	30,000.00
14 Temporary Cover	2400	SY	1.50	3,600.00
15 Temporary Silt Fence	1000	LF	6.00	6,000.00
16 Temporary Construction Entrance	1	EA	3,500.00	3,500.00
17 Street Sweeping	1	LS	8,000.00	8,000.00
18 Temporary Concrete Washout	1	LS	15,000.00	15,000.00
19 Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)	1800	LF	2.50	4,500.00
20 Treated Wood Waste	1240	LB	1.00	1,240.00
21 Remove Concrete	3	CY	550.00	1,650.00
22 Clearing and Grubbing	1	LS	22,000.00	22,000.00
23 Roadway Excavation	4	CY	50.00	200.00
24 Roadway Excavation (Type Z-2) (Aerially Deposited Lead)	398	CY	370.00	147,260.00
25 Roadway Excavation (Type Z-3) (Aerially Deposited Lead)	111	CY	450.00	49,950.00
26 Imported Borrow	354	CY	30.00	10,620.00
27 Roadside Clearing	1	LS	500.00	500.00
28 Plant (Group A)	366	EA	20.00	7,320.00

29 Plant (Group B)	87 EA	75.00	6,525.00
30 Plant Establishment Work	1 LS	12,000.00	12,000.00
31 Control and Neutral Conductors (Armor-Clad)	1 LS	30,000.00	30,000.00
32 1 1/2" Remove Control Valve	6 EA	800.00	4,800.00
33 16-18 Station Irrigation Controller (Pedestal Mounted)	1 EA	18,000.00	18,000.00
34 Irrigation Controller Enclosure Cabinet	1 EA	800.00	800.00
35 Tree Well Sprinkler Assembly	87 EA	110.00	9,570.00
36 Riser Sprinkler Assembly (Gear Driven)	96 EA	125.00	12,000.00
37 Pop-Up Sprinkler Assembly (Gear Driven)	1 EA	120.00	120.00
38 3/4" Plastic Pipe (Schedule 40) (Supply Line)	1040 LF	7.00	7,280.00
39 1" Plastic Pipe (Schedule 40) (Supply Line)	1040 LF	8.00	8,320.00
40 1 1/4" Plastic Pipe (Schedule 40) (Supply Line)	360 LF	8.50	3,060.00
41 1 1/2" Plastic Pipe (Schedule 40) (Supply Line)	60 LF	10.00	600.00
42 2" Plastic Pipe (Class 315) (Main Line)	550 LF	18.00	9,900.00
43 Ball Valve	2 EA	700.00	1,400.00
44 Lean Concrete Bae	7 CY	500.00	3,500.00
45 Hot Mix Asphalt (Type A)	14 TON	300.00	4,200.00
46 Place Hot Mix Asphalt Dike (Type C Mod)	24 LF	60.00	1,440.00
47 Remove Asphalt Concrete Dike	850 LF	10.00	8,500.00
48 18" Cast-in-Drilled-Hole Concrete Piling (Sound Wall)	1530 LF	180.00	275,400.00
49 Structural Concrete, Fence	2 CY	180.00	360.00
50 Structural Concrete (Sound Wall Pilaster)	8 CY	7,600.00	60,800.00
51 Structural Concrete (Pedestal)	1 EA	2,000.00	2,000.00
52 Structural Concrete, Drainage Inlet	3 CY	9,500.00	28,500.00
53 Minor Concrete	3 CY	200.00	600.00
54 Subgrade Support	1 LS	20,000.00	20,000.00
55 Concrete Surface Texture (Drystack)	28 SF	220.00	6,160.00
56 Bar Reinforcing Steel	80 LB	26.00	2,080.00
57 Bar Reinforcing Steel (Sound Wall)	2272 LB	16.00	36,352.00
58 Sound Wall (Masonry Block) (Mod)	9604 SF	32.00	307,328.00
59 Access Gate (Sound Wall)	2 EA	9,800.00	19,600.00
60 Remove Retaining Wall (Wood)	55 LF	25.00	1,375.00
61 18" Corrugated Steel Pipe Conduuit (.079" Thick)	38 LF	350.00	13,300.00
62 18" Steel Flared End Section	2 EA	1,000.00	2,000.00

63 Remove Entrance Taper	2 EA	250.00	500.00
64 Remove Downdrain	2 EA	1,100.00	2,200.00
65 Remove Rock Slope Protection	2 EA	800.00	1,600.00
66 Remove Flared End Section	2 EA	250.00	500.00
67 Cement Slurry Backfill	11 CY	140.00	1,540.00
68 Rock Slope Protection (Facing, Method B)	8 CY	300.00	2,400.00
69 Rock Slope Protection Fabric (Class 8)	18 SY	3.00	54.00
70 Miscellaneous iron and Steel	652 LB	2.00	1,304.00
71 Chain Link Fence (Type CL-6) Mod	60 LF	130.00	7,800.00
72 4' Chain Link Gate (Type CL-6)	1 EA	2,900.00	2,900.00
73 10' Chain Link Gate (Type CL-6)	1 EA	4,100.00	4,100.00
74 Remove Pavement Marker	456 EA	3.50	1,596.00
75 Remove Delineator	7 EA	15.00	105.00
76 Pavement Marker (Retroreflective)	462 EA	4.25	1,963.50
77 Remove Roadside Sign (Strap and Saddle Bracket Method)	2 EA	70.00	140.00
78 Relocate Roadside Sign - One Post	1 EA	500.00	500.00
79 Furnish Single Sheet Aluminum Sign (0.063"-Unframed)	10 SF	40.00	400.00
80 Install Sign (Strap and Saddle Bracket Method)	2 EA	250.00	500.00
81 Concrete Barrier (Type 836S)	157 LF	330.00	51,810.00
82 Concrete Barrier (Type 836SV)	722 LF	450.00	324,900.00
83 Remove Metal Railing	7 LF	15.00	105.00
84 6" Thermoplastic Traffic Stripe	3870 LF	0.70	2,709.00
85 8" Thermoplastic Traffic Stripe	7190 LF	0.90	6,471.00
86 Thermoplastic Pavement Marking	308 SF	7.50	2,310.00
87 6" Thermoplastic Traffic Stripe (Broken 36-12)	5390 LF	0.40	2,156.00
88 12" Thermoplastic Traffic Stripe	238 LF	1.60	380.50
89 Remove Thermoplastic Traffic Stripe	14900 LF	0.50	7,450.00
90 Remove Thermoplastic Pavement Marking	308 SF	5.00	1,540.00
91 Contrast Stripe Paint (1-Coat)	18600 LF	0.12	2,232.00
92 Modifying Lighting Systems	1 LS	35,000.00	35,000.00
93 Mobilization	1 LS	103,000.00	103,000.00
			2,073,095.00

EXHIBIT "B"

Workers Compensation Certificate

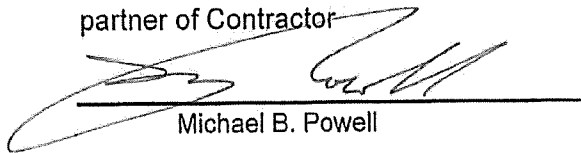
WORKERS' COMPENSATION CERTIFICATION

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:

Powell Constructors Inc

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



Michael B. Powell

Title: President

Date: 11/15/2022

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: 54303162
 - B. Name of Insurer (NOT Broker): Chubb Indemnity Insurance Company
 - C. Address of Insurer: 800 E. Colorado Blvd, Ste 280, Pasadena, CA 91101
 - D. Telephone Number of Insurer: (844) 279-3535
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See attached equipment list
 - B. Automobile Liability Insurance Policy Number: 54303160
 - C. Name of Insurer (NOT Broker): Chubb Indemnity Insurance Company
 - D. Address of Insurer: 800 E. Colorado Blvd, Ste 280, Pasadena, CA 91101
 - E. Telephone Number of Insurer: (844) 279-3535
- 3) Address of Property used to house workers on this Contract, if any: N/A
- 4) Estimated total number of workers to be employed on this Contract: 10
- 5) Estimated total wages to be paid those workers: \$370,000
- 6) Dates (or schedule) when those wages will be paid: Weekly/Friday
- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: N/A
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "D"

List of Subcontractors

LIST OF SUBCONTRACTORS

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

Name	<u>Reycon Construction</u>	Type of Work	<u>Masonry</u>
Address	<u>1795 Lemonwood Dr</u>		
City	<u>Santa Paula, CA</u>	Dollar Value of Subcontract	<u>\$ 229,535.60</u>
Phone No.	<u>(805) 525-5254</u>		
License No.	<u>393533</u>	DIR Registration No.	<u>10000000224</u>
Name	<u>Global Transloading LLC</u>	Type of Work	<u>ADL Haul-off</u>
Address	<u>1842 E. 29th St.</u>		
City	<u>Signal Hill, CA</u>	Dollar Value of Subcontract	<u>\$ 97,250.-</u>
Phone No.	<u>(562) 495-9600</u>		
License No.	<u>1065577</u>	DIR Registration No.	<u>1000005453</u>
Name	<u>Dees Burke Gen. Eng</u>	Type of Work	<u>Form & Pour Conc. Barrier</u>
Address	<u>207 W. State St.</u>		
City	<u>Ontario, CA</u>	Dollar Value of Subcontract	<u>\$ 95,716.-</u>
Phone No.	<u>(626) 228-3670</u>		
License No.	<u>1012305</u>	DIR Registration No.	<u>1000036375</u>
Name	<u>Integrity Rebar Placers</u>	Type of Work	<u>Rebar</u>
Address	<u>1345 Nandina</u>		
City	<u>Perris, CA</u>	Dollar Value of Subcontract	<u>\$ 156,965.89</u>
Phone No.	<u>(951) 696-6843</u>		
License No.	<u>533729</u>	DIR Registration No.	<u>1000005300</u>
Name	<u>G & G Electric</u>	Type of Work	<u>Electrical</u>
Address	<u>1525 Quadrell Ct</u>		
City	<u>Riverside CA</u>	Dollar Value of Subcontract	<u>\$ 26,800.-</u>
Phone No.	<u>(951) 776-8099</u>		
License No.	<u>850504</u>	DIR Registration No.	<u>1000007565</u>

LIST OF SUBCONTRACTORS

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

Name <u>Crown Fence Company</u>	Type of Work <u>Fence Work</u>
Address <u>11922 Bloomfield Ave</u>	
City <u>Santa Fe Springs, CA</u>	Dollar Value of Subcontract <u>\$ 14,680.-</u>
Phone No. <u>(562) 864-5177</u>	
License No. <u>1315</u>	DIR Registration No. <u>1000005330</u>

Name <u>BC Traffic Specialists</u>	Type of Work <u>Striping</u>
Address <u>13201 Garden Grove Blvd</u>	
City <u>Garden Grove, CA</u>	Dollar Value of Subcontract <u>\$ 41,429.40</u>
Phone No. <u>(714) 768-8080</u>	
License No. <u>877686</u>	DIR Registration No. <u>1000407561</u>

Name <u>Marina Landscape Inc</u>	Type of Work <u>Landscape & Irrigation</u>
Address <u>3707 W. Garden Grove Blvd</u>	
City <u>Orange, CA</u>	Dollar Value of Subcontract <u>\$ 129,656.-</u>
Phone No. <u>(714) 704-0467</u>	
License No. <u>498 492862</u>	DIR Registration No. <u>1000000079</u>

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

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

EXHIBIT "E"

Letter of Assent



POWELL CONSTRUCTORS INC
GENERAL ENGINEERING CONTRACTOR

8555 BANANA AVENUE ~ FONTANA, CA. 92335
PHONE (909) 356-8880 ~ FAX (909) 356-1299
LICENSE #845305A

CONSTRUCTORS INC.

LETTER OF ASSENT

February 13, 2023

PLA Administrator
City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802

Re: Project Labor Agreement – Letter of Assent

Dear Sir/Madam:

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

Sincerely,
Powell Constructors Inc, a California Corporation

Joseph Schulte
Contract Manager

Executed in Duplicate

Payment Bond

No. PRF7889762

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

Premium: Included

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

The construction of the 1-605 Soundwall, Coyote Creek to Spring Street Project, as described in Specification No.: R-7171, Addenda/Addendum, and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Two Million Seventy-Three Thousand Ninety-Five Dollars (\$2,073,095) 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 9th day of February, 2023.

Fidelity and Deposit Company of Maryland

POWELL CONSTRUCTORS INC., a California corporation

By: [Signature] Surety Name
Signature
Name: Lisa Saumur
Printed Name
Title: Attorney-In-Fact

By: [Signature]
Signature
Name: Michael B. Powell
Printed Name
Title: President

Address: 777 S. Figueroa St., Suite 3900, Los Angeles, CA 90017

By: _____
Signature

Telephone: 213-270-0716

Name: _____
Printed Name

Title: _____

Attorney-in-Fact

Signature

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

February 19, 2023


February 27, 2023

Approved as to form.

Approved as to sufficiency.

DAWN MCINTOSH, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: 
Deputy City Attorney

By: Linda F. Jettum
City Manager/City Engineer

NOTE:

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

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

MINUTES OF SPECIAL MEETING OF SHAREHOLDERS

OF

POWELL CONSTRUCTORS INC.

A Special Meeting of Shareholders of the Corporation was held at 4576 Gill Circle, La Verne, California 91750 on the 28th February 2013 at 8:45 o'clock this am.

All of the Shareholders being present, the meeting was called to order by the Chairman.


RESOLVED, In accordance with the Article of Incorporation and By Laws of Powell Constructors, Inc. Michael B. Powell is the President, Secretary and the Treasurer and is authorized to execute any and all instruments on behalf of the corporation.

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

DATED: 28 February 2013



Michael B. Powell, Secretary



Michael B. Powell, Chairman

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

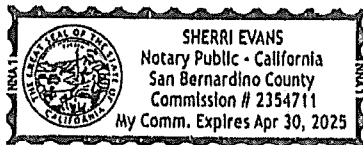
CIVIL CODE § 1189

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

State of California)

County of San Bernardino)On February 13, 2023 before me, Sherri Evans, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Michael B. Powell
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sherri Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

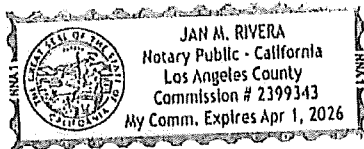
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On 02-09-2023 before me, Jan M. Rivera, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Lisa Saumur
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

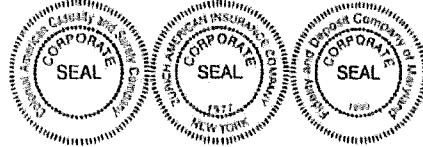
Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lourdes LANDA, Jun RIVERA, Mark ROSSKOPF, Terri AMSBURY, Lisa SAUMUR of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of May, A.D. 2022.



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

A handwritten signature of Robert D. Murray in black ink.

By: Robert D. Murray
Vice President

A handwritten signature of Dawn E. Brown in black ink.

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 09th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



A handwritten signature of Constance A. Dunn in black ink.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 9th day of February, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

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

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

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

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

Executed in Duplicate

Performance Bond
No. PRF7669762

Premium: \$11,901.00

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to POWELL CONSTRUCTORS INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

The construction of the 1-605 Soundwall, Coyote Creek to Spring Street Project, as described in Specification No.: R-7171, Addenda/Addendum, related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Two Million Seventy-Three Thousand Ninety-Five Dollars (\$2,073,095) 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) or its performance of the Construction Contract.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 9th day of February, 2023.

Fidelity and Deposit Company of Maryland

By: [Signature]
Surety Name
Signature
Name: Lisa Saumur
Printed Name
Title: Attorney-in-Fact

Address: 777 S. Figueroa St., Suite 3900, Los Angeles, CA 90017

Telephone: 213-270-0716

Attorney-in-Fact

Signature

POWELL CONSTRUCTORS INC., a California corporation

By: [Signature]
Signature
Name: Michael B. Powell
Printed Name
Title: President

By: _____
Signature

Name: _____
Printed Name

Title: _____

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

February 14, 2023

Approved as to form.

DAWN MCINTOSH, City Attorney

By: [Signature]
Deputy City Attorney

Linda J. Jakum, 2023
2/27/2023

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
City Manager/City Engineer

NOTE:

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

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

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

MINUTES OF SPECIAL MEETING OF SHAREHOLDERS

OF

POWELL CONSTRUCTORS INC.

A Special Meeting of Shareholders of the Corporation was held at 4576 Gill Circle, La Verne, California 91750 on the 28th February 2013 at 8:45 o'clock this am.

All of the Shareholders being present, the meeting was called to order by the Chairman.

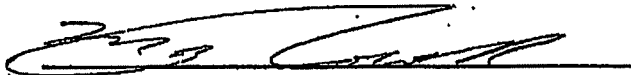
RESOLVED, In accordance with the Article of Incorporation and By Laws of Powell Constructors, Inc. Michael B. Powell is the President, Secretary and the Treasurer and is authorized to execute any and all instruments on behalf of the corporation.

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

DATED: 28 February 2013



Michael B. Powell, Secretary



Michael B. Powell, Chairman

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

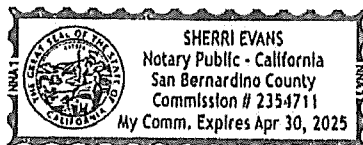
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On February 13, 2023 before me, Sherri Evans, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michael B. Powell
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Sherri Evans
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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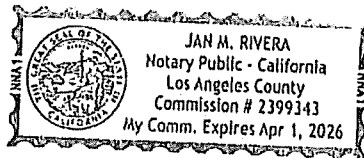
State of California)

County of Orange)On 02-09-2023 before me, Jan M. Rivera, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Lisa Saumur
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Lourdes LANDA, Jan RIVERA, Mark ROSSKOPF, Terri AMSBURY, Lisa SAUMUR of Irvine, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 09th day of May, A.D. 2022.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 09th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 9th day of February, 2023.



MJ Pethick
By: Mary Jean Pethick
Vice President

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

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

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reportsfclaims@zurichna.com

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