City Council Meeting
09-28-26
Item 1.B.9

Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Julie Santia, Associate Engineer

Reviewed by: Tatiana Holden, Assistant Public Works Director/City Engineer

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 18, 2026 Meeting date: September 28, 2026

Subject: Award Kanan Dume Biofilters Project

RECOMMENDED ACTION: 1) Approve the award and authorize the Mayor to execute a construction contract with Wright Construction Engineering Corp, in the amount of $293,000 for the construction of the Kanan Dume Biofilters Project, Specification No. 2117; and 2) Authorize the Public Works Director to approve any potential change orders up to 15% of the contract amount.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2026-27 in Account No. 310-9103-5100 (Kanan Dume Biofilter).

Project Funding	
Measure W	$580,000
Project Total Funding	**$580,000**
Project Estimate	
Design Cost	$88,700
Construction Cost	$293,000
Contingency (15%)	$43,950
Project Total Costs	**$425,650**

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 3: Infrastructure Resilience

Goal 3: Advance Infrastructure Resilience
Strategy: To reduce the pollutants in stormwater and to comply with the Public Works MS4 permit requirements.

DISCUSSION: The Kanan Dume Biofilters Project was identified in Watershed Management Program (WMP) as a stormwater control measure to reduce pollutants in stormwater runoff and support compliance with the City's MS4 Permit. The City retained Kimley-Horn and Associates to prepare the project design.

Following completion of the project plans and specifications, the project was advertised for construction bids. On August 20, 2026, the City received seven (7) construction bids, summarized below:

Contractor	Bid Amount
J&H Engineering	Non-responsive
Wright Construction Engineering Corp	**$293,000**
Cedro Construction	$333,677
Toro Enterprises	$390,811
GMZ Engineering	$467,001
Clarke Construction	$520,301
Bali Construction	$599,920

J&H Engineering submitted the lowest bid, but was determined to be non-responsive. Wright Construction Engineering Corp submitted a responsive bid in the amount of $293,000. Staff reviewed the bid and determined that it conforms to the contract bid requirements.

Staff also verified that Wright Construction Engineering Corp's contractor license is current and active with the Contractors State License Board. References contacted by staff have reported satisfactory performance on prior projects, and the contractor has more than 11 years of experience completing similar work. Based on its review, staff determined that Wright Construction Engineering Corp is qualified to complete the proposed project.

Staff recommends the Council approve the award and authorize the Mayor to execute an agreement with Wright Construction Engineering Corp in the amount of $293,000 and authorize the Public Works Director to approve potential change orders up to 15% of the contract amount.

Staff Follow-Up: Upon Council approval, staff will finalize the agreement with the necessary signatures and issue a Notice to Proceed for construction of the project. Construction is anticipated to start in late October and be completed in December 2026.

ATTACHMENTS: Agreement with Wright Construction Engineering Corp

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CITY OF MALIBU
PUBLIC WORKS AGREEMENT

This Public Works Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between Wright Construction Engineering, a California corporation (hereinafter referred to as "CONTRACTOR") and the City of Malibu, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for Kanan Dume Biofilter Project bids were received, publicly opened, and declared on the date specified in the notice.

B. On September 28, 2026, Malibu's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR.

C. The City Council has authorized the Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Kanan Dume Biofilter Project in the City of Malibu.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, appliances, and equipment for and do the work for the Kanan Dume Biofilter Project in the City of Malibu. The work shall be performed in accordance with the Plans and Specifications dated (and as generally described in the "Notice Inviting Bids," attached as Exhibit A) and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal (attached as Exhibit B) and in accordance with the instructions of the City Engineer, or City's Manager's designee.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project, a complete set of which is on file with the Malibu City Clerk's Office, shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This Agreement is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written Agreement, the provisions of this Agreement, and the Standard Specifications, in that order, shall control. Collectively, these contract documents constitute the complete

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within 45 consecutive working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay CITY as liquidated damages, not as a penalty, the sum of $500 per day for each and every day of unauthorized delay beyond the completion date, which amount shall be deducted from any payments due or to become due the CONTRACTOR.

5. PREVAILING WAGES:

A. Pursuant to Labor Code Section 1720, and as specified in Title 8, California Code of Regulations, Section 16000 et seq., CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR's responsibility to interpret and implement any prevailing wage requirements and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

B. In accordance with Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

C. CITY directs CONTRACTOR's attention to Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

D. Labor Code Section 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

(1) When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

(2) When the number of apprentices in training in the area exceeds a ratio of one to five, or

(3) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

(4) When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

(5) CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

(6) CONTRACTOR and any subcontractor must comply with Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

(7) Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Department of Industrial Relations (DIR), ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

E. CONTRACTOR and its subcontractors must keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with this Agreement. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Division of Labor Law Enforcement. If requested by CITY, CONTRACTOR must provide copies of the records at its cost.

F. CONTRACTOR and its subcontractors must comply with Labor Code Sections 1725.5 and 1777.1, including the requirement that registration with the DIR be maintained through the term of the Project. The City may, from time to time, request evidence of current registration.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

6. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

CONTRACTOR shall forfeit, as a penalty to CITY, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in violation of the Labor Code.

7. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

8. CONTRACTOR'S LIABILITY: The City of Malibu and its officers, agents and employees ("Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of CITY. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

CONTRACTOR'S obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by CITY may be retained by CITY until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

9. THIRD PARTY CLAIMS. In accordance with Public Contracts Code Section 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

10. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

11. INSURANCE: With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications.

12. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

14. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control of the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY.

15. TAXES: CONTRACTOR is responsible for paying all retail sales and use, transportation, export, import, special or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

16. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession. CONTRACTOR shall maintain a City of Malibu business license, if required under CITY ordinance.

17. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

authorized representative, and will be retained for three years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

18. SEVERABILITY. If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect provided that it does not frustrate the mutual intent of the parties herein.

19. WHOLE AGREEMENT: This Agreement supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

20. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's City Manager may execute any such amendment on CITY's behalf.

21. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

CITY OF MALIBU
23825 Stuart Ranch Road
Malibu, CA 90265
Attn: Tatiana Holden, Assistant Public Works Director/City Engineer

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CONTRACTOR
Wright Construction Engineering, a California corporation
2625 S Santa Fe Ave
San Marcos CA 92069
Attn: Wes Wright, President

22. DISPUTES. Disputes arising from this contract will be determined in accordance with the contract documents and Public Contracts Code Sections 10240-10240.13.

23. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons in the work contemplated by this Agreement because of race, religion, color, medical condition, sex, sexual orientation, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

24. NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

25. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

26. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

27. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

This Agreement is executed on this _____ day of _____, 2026, at Malibu, California, and effective as of _____, 2026.

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

_____
TREVOR RUSIN, Interim City Attorney

CONTRACTOR:

Signed by:
Wes Wright
3C7A6B7DEC54497...
Wes W. Wright, President

CONTRACTOR'S State of California License No.

995153

CONTRACTOR'S Business Phone No.

760-599-3915

CONTRACTOR'S Emergency Phone No. at which contractor can be reached at any time

941-321-0535

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids for the City of Malibu, KANAN DUME ROAD BIOFILTER PROJECT, SPECIFICATION NO. 2117 will be received by the City Clerk, at Malibu City Hall, 23825 Stuart Ranch Road, Malibu, California, 90265 at or before 3:30 p.m. on Thursday, August 20, 2026, at which time they will be publicly opened and read by the City Clerk (or designated representative).

SCOPE OF WORK

The work consists of furnishing and installing a modular stormwater filtration system, including all excavation, trenching, bedding, structural connections, and utility tie-ins necessary to integrate the unit into the existing storm drain network. The contractor shall coordinate inlet and outlet pipe alignments, ensure compliance with ASTM standards and local jurisdictional requirements, and restore all disturbed surfaces to pre-construction condition. Work also includes traffic control, erosion and sediment control measures, and proper disposal of construction debris in accordance with City of Malibu standards.

The bid shall be submitted and the work shall be performed by a Class "A" State of California licensed contractor in strict conformance with the project specifications for KANAN DUME ROAD BIOFILTER PROJECT SPECIFICATION NO. 2117 now on file in the City's Public Works Department.

An electronic copy of plans and specifications may be obtained by prospective bidders from the Public Works Department through mpublicworks@malibucity.org.

All prospective bidders shall abide by the provisions of the Bid Terms and Conditions listed in the project's specifications.

The City reserves the right to retain all bids for a period of 90 days after the bid opening date for examination and comparison and to delete any portion of the work from the Contract. The City reserves the right to determine and waive non-substantial irregularities in any bid, and to reject any or all bids. The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. **The City reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.** The City shall award the bid to the lowest responsible bidder as the interest of the City may require.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the California Department of Industrial Relations has established the general prevailing rates of per diem wages for each craft, classification and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Future effective wage rates which have been predetermined are on file with the Department of Industrial Relations, are referenced but not printed in said publication. The new wage rates shall become effective on the day following the expiration date and apply to this contract in the same manner as if they had been included or referenced in this contract. The website for

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

California Department of Industrial Relations Prevailing Wage Unit is currently located at www.dir.ca.gov, prevailing wages are located on the website at http://www.dir.ca.gov/dlsr/pwd/index.htm.

The wage rate for any classification not listed by the California Department of Industrial Relations, but which may be required to execute the proposed contract, shall be in accord with specified rates for similar or comparable classifications or for those performing similar or comparable duties, within the agency's determinations.

At the time of submitting the bid the Bidder shall be registered with the California Department of Industrial Relations in accordance with the provisions of Section 1771.1 of the California Labor Code, as amended by Senate Bill 854. No public work contract may be awarded to a non-registered contractor or subcontractor.

Without exception, the bidder is required to state the name and address of each subcontractor who will perform work or labor or render service to the prime contractor and the portion of the work which each will do in their bid as required by Section 2-3, "Subcontracts", of the Standard Specifications and in conformance with Public Contract Code, Sections 4100 to 4113, inclusive.

The City will not consider awarding any contract based upon any bid submitted by any contractor nor consent to subletting any portions of the Contract to any subcontractor located in a foreign country during any period in which such foreign country is listed by the United States Trade Representative as discriminating against U.S. firms in conducting procurements for public works projects.

All bidders are hereby notified that any contract entered into pursuant to this advertisement, Business Enterprises must be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin consideration for an award.

The Contractor may substitute securities for retention monies pursuant to Public Contract Code Section 22300.

Date this 23rd day of July, 2026

CITY OF MALIBU, CALIFORNIA

Tatiana Holden

Tatiana Holden, Assistant Public Works Director/City Engineer

Published: Malibu Times on July 30, 2026 and August 6, 2026

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

EXHIBIT B

CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

CONSTRUCTION BID COVER PAGE FOR

KANAN DUME ROAD BIOFILTER PROJECT

Specification No. 2117 Including 8 Sheets of Plans

Bids to be Received on or before August 20, 2026 AT 3:30 P.M.

Completion Time: 45 Consecutive Working Days

Liquidated Damages

A. Failure to complete work on time: **$500.00 Per Calendar Day** (Sec. 6-9.1)

B. Failure to keep traffic lanes open: **$500.00 Per Hour** (Sec. 6-9.2)

Number of Pages in Construction Bid: 16

CONTRACTOR

Name Wright Construction Engineering Corp

Street Address 2625 S Santa Fe Ave.

City San Marcos State CA Zip Code 92069

Telephone 760-599-3915

Fax Number 760-599-3920 (Optional)

Email jmerritt@wcec.net

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The City reserves the right to delete any bid item to the extent that bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

CONTRACTOR SHALL SUBMIT PAGES 14 THROUGH 29 FULLY EXECUTED WITH THIS BID

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

INSTRUCTIONS FOR SIGNING BID, BONDS AND CONTRACT

Corporations

a) Give name of Corporation.
b) Signatures: President or Vice-president and Secretary or Assistant Secretary.
c) Affix corporate seal and notary's acknowledgment where noted or required.
d) Others may sign for the corporation if the City has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

a) Signatures: All members of partnership. One may sign if City has a copy of authorization
b) Affix notary's acknowledgment where noted or required.

Joint Ventures

a) Give the names of the joint venturers.
b) Signatures: All joint venturers. One may sign if City has a copy of authorization.
c) Affix notary's acknowledgment where noted or required.

Individuals

a) Signature: The individual.
b) Affix notary's acknowledgment where noted or required.
c) Another may sign for the individual if the City has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

a) Show fictitious names.
b) Satisfy all pertinent requirements show above.

Bonds

a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CONTRACTOR'S BID STATEMENT

City of Malibu
Malibu, California 90265

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Bid.

The undersigned has carefully checked all the figures in this Bid and understands that City will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will City release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds, within ten (10) calendar days after the contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the City of Malibu.

Licensed in accordance with an act providing for the registration of Contractor's License No. 995153 Class A Expiration Date 7/31/2028

Names of Co-Partners or Corporation Officers and Titles:

Wes W. Wright-President, Vice-President, Secretary & Treasurer

Signature of Bidder _____ President
Title

Signature of Bidder _____
Title

Name of Contractor or Firm: Wright Construction Engineering Corp
Date of Submittal: 8/20/24
Telephone No.: 760-599-3915

Address: 2625 S Santa Fe Ave, San Marcos CA 92069

Corporation
Doing Business as Individual/Partnership/Corporation

CA
State of Incorporation

Federal Tax Identification Number: 46-5724187

California Department of Industrial Relations Identification Number: 1000026974

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form, and Corporate Seal if Applicable

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Diego }

On 8/20/2026, before me, Nicola Chandler, Notary Public,

personally appeared Wes W. Wright

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

NICOLA CHANDLER
Notary Public - California
San Diego County
Commission # 2486040
My Comm. Expires Apr 2, 2028

NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

OPTIONAL

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CERTIFICATE OF CORPORATE RESOLUTION
WRIGHT CONSTRUCTION ENGINEERING CORP.

I, Wesley Wright, President of Wright Construction Engineering Corp., organized and existing under the laws of California and having its principal place of business at 3725 Trieste Dr. Carlsbad, California, hereby certify that the following is a true copy of a resolution adopted by the Board of Directors of the Corporation at a meeting convened and held on July 1, 2014 at which a quorum was present and voting throughout and that such resolution is now in full force and effect and is in accordance with the provisions of the charter and by-laws of the Corporation.

RESOLVED: That the President, Wesley Wright, of the Corporation is hereby authorized to sign any contracts or forms on behalf of the Corporation.

RESOLVED FURTHER: That the President, Wesley Wright, is hereby authorized and directed to certify to any interested party that this resolution has been duly adopted, is in full force and effect, and is in accordance with the provisions of the charter and by-laws of the Corporation.

I further certify that this Corporation is duly organized and existing, and has the power to take the action called for by the foregoing resolution.

DIRECTORS Wes W Wright 7-1-2014

President Wes W Wright Date 7-1-2014

Vice President Wes W Wright Date 7-1-2014

Secretary Wes W Wright Date 7-1-2014

Treasurer Date

Witness my hand seal of this corporation on this 1st day of July, 2014.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

PROPOSED BID SCHEDULE OF WORK AND PRICES
FOR THE CONSTRUCTION OF
KANAN DUME ROAD BIOFILTER PROJECT
SPECIFICATION NO. 2117

Item No.	Payment Reference	Description	Quantity	Unit	Unit Price	Total
1	902-2	Mobilization	1	LS	xxxx	$13,999.00
2	901-11	Traffic Control	1	LS	xxxx	$60,000.00
3	905-5	Stormwater Pollution Prevention Plan	1	LS	xxxx	$15,000.00
4	916-4	Dewatering	1	LS	xxxx	$2,500.00
5	915-4	Modular Wetland System	1	LS	xxxx	$127,500.00
6	914-4	8-inch HDPE Storm Drain	16	LF	$937.50	$15,000.00
7	915-4	26-inch x 26-inch Grate	1	LS	xxxx	$15,000.00
8	911-4	Cast-in-Place Concrete - U-Channel	10	LF	$750.00	$7,500.00
9	910-3	Asphalt Pavement Repair	250	SF	$48.00	$12,000.00
10	913-3	Shoring, Bracing and Trench Safety	1	LS	xxxx	$22,500.00
11	904-6	Record of Construction Changes	1	LS	xxxx	$2,000.00
12	7-6	Release on Contract	1	LS	$1.00	$1.00
					TOTAL	$293,000.00

The contractor shall be responsible for calculating and providing totals for the schedule. The bid schedule shall include all costs for service, labor and materials, transportation, supervision, equipment and installation associated with the work complete and in place per these specifications.

TOTAL AMOUNT OF BID IN WORDS: two hundred ninety-three thousand dollars and zero cents

Contractor Submitting Bid: Wright Construction Engineering Corp

By: Wes W. Wright, President

Date: 8/20/2026

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

The following addenda are acknowledged:	Number	Date
(Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.)	N/A	none
	N/A	none
	N/A	none

I make this Proposal and certify under penalty of perjury that all the statements in this bid that I have signed are true and correct.

Contractor's Name Wright Construction Engineering Corp Date 8/20/2026

Title President Signature [signature]

Contractor's Name _____ Date _____

Title _____ Signature _____

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The Bidder is required to state the bidder's financial ability and a general description of similar work performed. The City reserves the right to determine that any Bidder is not non-responsible if it finds the information provided herein is inaccurate, misleading or false, or upon evidence of collusion or other illegal practices on the part of a Bidder. Failure by Bidder to complete this form completely and accurately and submit it with its bid may result in rejection of the bid as non-responsive.

Required Qualifications: Bidders must hold a valid State of California Contractor's License "A" at the time the bid is submitted to the City.

The bidder must have a minimum of seven (7) years of experience removing and replacing storm drain lines. Do you have a minimum of seven (7) years of experience removing and replacing storm drain lines?

Yes X No _____

To demonstrate the required experience, bidders shall provide evidence of the following: Contractors must show that they completed five (5) projects within the last ten (10) years that include a minimum of 100 linear feet of storm drain replacement per project and (2) two retention vault structure installations. The projects should include a minimum of 8-inch storm drain replacement. The required information shall be attached to the Statement of Bidder's Qualifications and References. Failure to provide the required information may be grounds for the City to deem the bid non-responsive.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 12

List and describe fully the last three recent contracts performed by your **current company** which demonstrate your ability to complete the work included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of National City

Contact Individual: Josh Johnson Phone No. 858-634-8180

Contract Amount: $326,429.33 Year 2025

Address: 1243 Nationa City Blvd, National City CA 91950

Description of work done: Replace approx 260 ft of 18" RCP with 24" RCP. Construction of 2 type A cleanouts.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

Reference No. 2

Customer Name: City of Norco

Contact Individual: Victor So | Phone No.: 951-270-5626

Contract Amount: 367,800.00 | Year: 2025

Address: 2870 Clark Ave, Norco CA 92860

Description of work done: Reinforced concrete pipe 12" PVC storm drain along with lateral pipes, manholes and catch basins.

Reference No. 3

Customer Name: Casa Romantica Cultural Center

Contact Individual: Amy Behrens | Phone No.: 949-498-2139

Contract Amount: $645,124.57 | Year: 2021

Address: 415 Avenida Granada, San Clemente CA 92672

Description of work done: Install storm drain, bio clean filter, pavers, sidewalk, handrail, asphalt, landscaping and striping.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

List of Completed Projects

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
64	Bluff Top Slope Repair	Reconstruction of slope using slope benches and reinforced geogrid. Geosite erosion control fabric over slope. Excavation, remove and dispose of asphalt. Pave new asbalt, landscaping and irrigation.	5/14/2026	City of Huntington Beach 2000 Main St Huntington Beach, CA 92648	Michelle Galvez-(714)375-8445 michelle.galvez@surfcity-hb.org	$312,598.95	100%	Prime
63	Edgewick Rd	Clearing and grubbing, installation of pile wall system, remove existing base and regrade, installation of asphalt concrete pavement and guardrails.	2/24/2026	City of Glendale 633 E Broadway Glendale, CA 91206	Greg Asaturian-(818)937-8259 gasaturian@glendale.ca.gov	$621,384.00	100%	Prime
62	El Camino Drainage Channel	Removal of 57' long 8' wide section of failed PCC drainage channel sidewall.	10/31/2025	City of Encinitas 505 S. Vulcan Ave. Encinitas, CA 92024	Ben Stryker-(760)943-2230 bstryker@encinitas.ca.gov	$98,227.51	100%	Prime
61	Granger Ave Storm Drain	Replace approx 260 FT of 18" RCP with 24" RCP. Construction of 2 type A cleanouts.	10/15/2025	City of National City 1243 National City Boulevard National City, CA 91950	Josh Johnson-(858)634-8180 josh@ppc-sd.com	$326,429.33	100%	Prime
60	Warren Rd Minor Drainage	Drainage improvements and traffic control. Concrete channel ditch, concrete headwall, concrete paron and post delineators. Removal of existing wing wall.	5/23/2025	City of San Jacinto 1221 S San Jacinto San Jacinto CA 92583	Henry Olivo-(951)654-3592 holivo@interwestgrp.com	$342,189.30	100%	Prime
59	Paradise Creek Phase 2	Earthwork, drainage system, rip rap, flatwork, headwalls,precast boxes, hydroseed, fencing, asphalt, turf reinforcing mat and culvert grates.	7/15/2025	City of National City 1243 National City Boulevard National City, CA 91950	Josh Johnson-(858)634-8180 josh@ppc-sd.com	$2,978,414.34	100%	Prime
58	Park Dr Dainage and Street Improvements	Demo existing retaining wall, new retainig walls, sidewalk and curb replacement and drainage improvements	2/27/2025	City of Carlsbad 1635 Faraday Ave. Carlsbad CA 92008	Steven Didier - (760)994-9485 steven.didier@carlsbad.ca.gov	$2,921,052.00	100%	Prime
57	Citation Dr Storm Drain	Reinforced concrete pipe, 12" PVC storm drain along with lateral pipes, manholes and catch basins.	1/29/2025	City of Norco 2870 Clark Ave Norco, CA 92860	Victor So - (951) 270-5626 Vso@ci.norco.ca.us	$367,800.00	100%	Prime
56	Moss Street Beach Access Improvements	Demo concrete staircase,grade slope, install new concrete stairs, piles, retaining wall, dike, handrail, curb, drainage, AC, striping, landscaping and	8/15/2024	City of Laguna Beach 479 Ocean Ave Laguna Beach, CA 92651	Ulises Escalona - (949) 497-0792 uescalona@lagunabeachcity.net	$1,793,996.54	100%	Prime
55	Sand Canyon Pedestrian Bridge	Grading, install reinforcing steel, structural concrete, CIDH piles, 2-pedestrian bridges, hadndrailing	10/23/2024	City of Santa Clarita 23920 Valencia Blvd Santa Clarita CA 91355	Jackie Lillio - (661) 285-4131 jlillio@santa-clarita.com	$967,440.38	100%	Prime

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
54	North Norco Channel Line NB, Stage 3	Excavation, installation of cut-off wall, transition structure, channel invert & wall, junction structure, RCP, asphalt, trapezoidal paving & fencing	4/2/2024	Riverside County Flood Control 276 Fourth Ave Chula Vista, CA 91910	Jim Stufkosky - (951) 522-0630 jstufkos@rivco.org	$2,489,307.45	100%	Prime
53	Reservoir Dr & 1525 Hamner Ave Imprvements	Install curb, driveway, catch basins, pvc storm drain, asphalt, equestrian trail, sidewalk and AC dike.	11/30/2023	City of Norco 2870 Clark Ave Norco, CA 92860	Victor So - (951) 270-5626 Vso@ci.norco.ca.us	$279,363.97	100%	Prime
52	Repair of Culvert Headwalls	Excavation and backfill, asphalt, striping, piles, headwall, guard railing and bridge railing	10/13/2023	County of San Diego 5500 Overland Ave. Suite 310. San Diego, CA 92123	Andrei Pineda - 619-340-4906 andrei.pineda@sdcounty.ca.gov	$899,554.84	100%	Prime
51	North Shore Park Stormwater Protection Upgrade	Excavation , Installation of Concrete Channel Lining, Headwalls, Energy Dissipaters, & HDPE Pipe	7/20/2023	Desert Recreation District. 45-305 Oasis St., Indio, CA 92201	Judi Fonoti- (760) 347-7514. jfonoti@drd.us.com	$845,029.71	100%	Prime
50	Diamond Bar Community Center Slope Stabilization Project	Install CIDH Piles, grading of slope,v-ditch, concrete slabs, curb, gutter, landscaping & irrigation	5/19/2023	City of Diamond Bar. 21810 Copley Dr., Diamond Bar, CA 91765	Chris Malpica- (909) 839-7042 CMalpica@DiamondBarCA.Gov	$645,995.05	100%	Prime
49	Dunlap Boulevard Bridge & Crossing Replacement Project Crossing Wilson Creek Channel-Phase 1	Excavation & Backfill, Install CIDH Piles, precast girders, abutments, wingwalls, casings & conduits	2/27/2023	City of Yucaipa 34272 Yucaipa Blvd., Yucaipa, CA 92399	Landon Kern - (909) 797-2489 lkern@yucaipa.org	$1,134,109.20	100%	Prime
48	Library Park Restroom	Demolition, excavation, concrete foundation, sidewalk, water & sewer lines & prefabricated restroom	2/9/2023	City of Monrovia. 321 S.Myrtle St., Monrovia, CA 91016	Christopher Castruita - (626) 256-8224 ccastruita@ci.monrovia.ca.us	$107,284.78	100%	Prime
47	Talbert Channel Storm Drain Repair Project	Demolition, excavation, installation of RCP Pipe, concrete collar, rip rap & asphalt	8/29/2022	City of Fountain Valley 10200 Slater Ave., Fountain Valley, CA 92708	Kyle Hilton- (714) 593-4516 Kyle.Hilton@fountainvalley.org	$95,600..00	100%	Prime
46	Springvale & Carlson Channel Rehabilitation Project	Demolition of Damaged Concrete, Install of Reinforcing Steel & Shotcrete Channel	7/5/2022	City of Poway 13325 Civic Center Drive Poway, CA 92064	Jeff Beers- (858) 668-4624 jbeers@poway.org	$211,688.03	100%	Prime
45	Paradise Creek Mitigation Project	Grading of Channel, Install of PIP Wall, Articulated Block, Rip Rap, Access Pad, Headwall & Shotcrete	6/24/2022	City of National City 1243 National City Boulevard National City, CA 91950	Sean Gill- (951) 532-6483 sgill@iccsinc.net	$887,309.54	100%	Prime
44	Pine Avenue Road Repair	Excavation & Grading of Channel, Install of CMP Pipe, Concrete Backfill & Rip Rap	3/16/2022	City of Chino 13220 Central Avenue Chino, CA 91710	Okan Demirci- (714) 319-6137 okan.demirci@transtech.org	$494,824.80	100%	Prime
43	Grossmont Reservoir Overflow Retrofit Project	Install of PIP Retaining Wall, Brow Ditch, Conduit, Fencing Gates & Signs	1/19/2022	Helix Water District 7811 University Avenue La Mesa, CA 91942	Chris McRae- (619) 667-6278 chris.mcrae@helixwater.org	$356,791.92	100%	Prime
42	Lake Cuyamaca Outlet Channel Improvement Project	Removal of Vegetation & Grading of Slope, Install of Rip Rap, Geogrid, Geotextile & Aggregate Road	1/5/2022	Helix Water District 7811 University Avenue La Mesa, CA 91942	Aneld Anub- (619) 667-6273 aneld.anub@helixwater.org	$215,310.00	100%	Prime
41	Carlsbad State Beach Energy Dissipater Replacement Project	Removal of Existing Energy Dissipater, Install of New Energy Dissipater & Rip Rap	12/8/2021	City of Carlsbad 1635 Farady Avenue Carlsbad, CA 92009	Steve Didier- (760) 994-9485 steven.didier@carlsbadca.gov	$86,602.64	100%	Prime

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
40	Casa Romantica Parking Lot Improvements	Install Storm Drain, BioClean Filter, Pavers, Sidewalk, Handrail, Asphalt, Landscaping, & Striping	4/23/2021	Casa Romantica Cultural Center 415 Avenida Granada San Clemente, CA 92672	Amy Behrens-(949) 498-2139. behrens@casaromantica.org	$645,124.57	100%	Prime
39	Rathbun Creek Trail Phase 1B-Bridges Design & Installation Project	Install of Pedestrian Bridge , Sidewalk Landings, CIDH Piles, Abutments & PIP Retaining Wall	2/8/2021	City of Big Bear Lake 39707 Big Bear Boulevard Sbig Bear Lake, CA 92315	Israel Gomez- (909) 866-5831 igomez@citybigbearlake.com	$174,307.50	100%	Prime
38	Frost Avenue Drainage Improvements	Construct Curb Inlet w/ Local Depression, & Asphalt Slot Patch	11/17/2020	City of Carlsbad 1635 Faraday Ave., Carlsbad, CA 92008	Graham Jordan-(760) 602-2462. Graham.Jordan@carlsbadca.gov	$53,556.25	100%	Prime
37	RD 339 Yard Timber Retaining Wall Replacement Off-Sys (2018WOOLSEYFIRE)	Removal of Timber Wall, Install of PIP Wall, Concrete Stairs, Handrail, & AC Pavement	12/9/2020	County of Los Angeles 900 S. Fremont Ave., Alhambra, CA 91803	Andrew Choie-(626) 458-4975. AChoie@dpw.lacounty.gov	$336,311.62	100%	Prime
36	Dyer Road Strom Drain Repair	Removl of Damaged CMP Pipe, Install of new 24: RCP Pipe, Install of Asphalt and Loop Detectors	10/23/2020	City of Santa Ana 20 Civic Center Plaza, Santa Ana, CA 92701	Victor So-(714) 647-5076 vso@santa-ana.org	$64,400.00	100%	Prime
35	San Marcos Boulevard Slope Stabilization	Installation of 24" Piles, grade slope, curb, gutter, sidewalk, asphalt, striping, lighting, waterworks, & striping	9/29/2020	City of San Marcos 1 Civic Center Drive, San Marcos, CA 92069	Perryn White -(760) 759-0441 Pwhite@san-marcos.net	$716,858.00	100%	Prime
34	Mt. Rubidoux Park Stormwater, Erosion Control, Trail and Site Improvements	Install of Masonry Rock Retaining Wall, Timber Steps, Post & Chain Barrier, Faux Wood Handrail & Swales	5/4/2020	City of Riverside Parks & Rec. 6927 Magnolia Ave. 2nd Floor Riverside, CA 92522	Alisa Sramala -(951)8262021 ASramala@riversideca.gov	$335,000.00	100%	Prime
33	Cliff Drive to High Drive Stairway Replacement	Removal of old concrete staircase & installation of new concrete staircase, handrails & landscaping	2/28/2020	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Bob Koch -(949)412-6546 rkoch@lagunabeachcity.net	$246,265.66	100%	Prime
32	Pearl Street Beach Access Rehabilitation	Removal of old concrete staircase & installation of new concrete staircase, handrails & landscaping	2/3/2020	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tom Sandefur -(949)497-0339 tsandefur@lagunabeachcity.net	$1,020,000.00	100%	Prime
31	Reche Rd at Live Oak Elementary School & Potter Junior High School Road Improvements	Installation of sidewalk, curb, gutter, structures, RCP, AC, drainage ditch, landscape, & irrigation	1/15/2020	County of San Diego 5500 Overland Ave. Suite 310. San Diego, CA 92123	Mike Moen (619)933-7242 MMoen@kleinfelder.com	$1,050,340.75	100%	Prime
30	Tide Beach Park Slope Paving Removal	Removal of Cracked and detiorated concrete slope paing	1/8/2020	City of Solana Beach 635 S Coast Highway 101 Solana Beach, CA 92075	Dan Goldberg -(858)720-2474. dgoldberg@cosb.org	$41,980.00	100%	Prime
29	RDO Drainage Upgrades- Casa De Amparo	Construct 24" RCP Storm Drain, Transition Structure, & Inlet w/ local depression	12/18/2019	City of Oceanside 300 North Coast Highway Oceanside, CA 92054	Victor Velasco -(760)435-5102 VVelasco@oceansideca.org	$128,782.00	100%	Prime
28	Pickleball Courts	Install Concrete Pads for Basketball & Pickleball Courts, Paint Courts, Curb Ramps & Fencing	8/31/2019	City of San Luis Obispo. 919 Palm Street San Luis Obispo, CA 93401	Mark Williams- (805) 781-7057. mawillia@slocity.org	$146,037.50	100%	Prime
27	SDWD 10-Inch Water Main Replacement Project	Removal of existing 10" steel water main (in casing), installation of new 10" PVC water main	3/5/2019	San Dieguito Water District 160 Calle Magdalena Encinitas, CA 92024	Blair Knoll - (760) 633-2793 Bknoll@encinitasca.gov	$78,607.67	100%	Prime

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
26	Emergency Protection for Linda Lane Pump Station Phase IV	Installation of additional reinforcements / bracing for existing retaining wall, North Side	1/10/2019	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$28,211.07	100%	Prime
25	Meadowview Stream Restoration Stage 60	Streambank Restoration, Habitat Restoration, Filtrexx Compost Roll System Installation	11/5/2018	Riverside County Flood Control District 1995 Market Street Riverside, CA 92501	David Garcia - (951) 315-0730 Dhgarcia@rivco.org	$385,546.55	100%	Prime
24	Detention Basin at Rancho Wash	Construct concrete splitter structure, connect to existing CMP	9/6/2018	City of Rancho Cucamonga 10500 Civic Center Drive Rancho Cucamonga, CA 91730	Romeo David - (909) 774-4070 Romeo.David@cityofrc.us	$296,570.68	100%	Prime
23	S. Palm Canyon Drive and La Plaza Safety Bollard Installation	Installation of 22 pneumatic retractable bollards including monolithic footing, pavers	7/25/2018	City of Palm Springs 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262	Mike Lytar - (760) 902-4861 Mike.Lytar@palmspringsca.gov	$222,368.68	100%	Prime
22	Queda Way Retaining Wall Replacement Project	Installation of a new retaining wall, CIDH Piles, timber lagging, concrete and asphalt work	7/10/2018	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tri Nguyen - (949) 497-0741 TNguyen@lagunabeachcity.net	$209,021.62	100%	Prime
21	Emergency Protection for Linda Lane Pump Station Phase III	Reinforcement to Existing retaining wall, Installation of Drainage Components, Steel Kicker Installation	7/6/2018	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$82,589.71	100%	Prime
20	Citywide Drainage Improvements Project	Parkway drains, small storm drain, Bioclean Inlet Structure	7/2/2018	City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	David Sloan - (909) 839-7043 DSloan@tait.com	$410,985.73	100%	Prime
19	Malaga Park Project	Construct a new park, install concrete monument sign, landscape & irrigation	5/3/2018	City of Wildomar 23873 Clinton Keith Road Wildomar, CA 92595	Cameron Luna - (951_ 677-7751 X 245 CLuna@cityofwildomar.org	$284,980.02	100%	Prime
18	Cambridge Ave / Edinburg Ave Alley Water Improvements Project	Installation of a new 4" Water main, Abandon Existing water main, Re-connect resident service laterals	4/13/2018	San Dieguito Water District 160 Calle Magdalena Encinitas, CA 92024	Blair Knoll - (760) 633-2795 Bknoll@encinitasca.gov	$142,694.34	100%	Prime
17	Santee Lakes Generator Project	Install a new 150 KW generator, including gated enclosure, and automatic transfer switch	2/28/2018	Padre Dam Municipal Water District 9310 Fanita Parkway Santee, CA 92071	Brian Hague - (619)258-4751 BHague@padre.org	$197,294.71	100%	Prime
16	Bolero Pressure Reducing Station Vault Replacement and Design Improvements Project	Remove existing waterworks vault, Install new waterworks vault, install new waterworks components	1/9/2018	City of Carlsbad 1635 Faraday Ave Carlsbad, CA 92008	Dallas Poore - (619) 804-8180 DPoore@fortitudeec.com	$259,796.99	100%	Prime
15	Rathbun Creek Phase 1A Bridge Installation	Installation of a pre-fabricated pedestrian bridge, concrete approach slabs, Site work	12/18/2017	City of Big Bear Lake P.O. Box 10000 Big Bear Lake, CA 92315	Andrew Simmons -(909)-866-5831 ASimmons@citybigbearlake.com	$114,542.30	100%	Prime
14	Cress Street Wall and Sidewalk Improvements	Soldier Pile Reinforcing Wall, Sidewalk Improvements, Atrium Drain System	11/15/2017	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tom Sandefur - (949) 497-0339 Tsandefur@lagunabeachcity.net	$400,138.00	100%	Prime
13	MTD 1854 Corak Storm Drain Improvements	Reinforced Concrete Pipe, Sidewalk and ADA Ramp Improvements, Structures	7/16/2017	City of Baldwin Park 14403 E. Pacific Avenue Baldwin Park, CA 91706	David Lopez - (626) 960-4011 Dlopez@baldwinpark.com	$1,205,039.60	100%	Prime

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

Job #	Project Name	Description	Date Completed	Agency	Agency Contact	Contract Amount	Percent Complete	Prime or Sub
12	Laurel Ave Storm Drain Replacement	Storm Drain and Catch Basin Installation	6/23/2017	City of Manhattan Beach 1400 Highland Ave Manhattan Beach, CA 90266	Tim Birthisel (310) 802-5365 Tbirthisel@citymb.info	$105,541.16	100%	Prime
11	Cabot Road Bioswale	Bioswale Installation, Drainage Structure / Splitter structure installation.	4/1/2017	City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	Ken Rosenfield (949) 707-2655 krosenfield@lagunahillsca.gov	$376,732.05	100%	Prime
10	Ray Stoyer WRF Concrete Repairs	Repair existing concrete influent and effluent channels. Replace old and damaged plumbing	4/1/2017	Padre Dam Municipal Water District 9310 Fanita Parkway Santee, CA 92071	Arne Sandvik - (909) 305-2947 asandvik@padre.org	$431,281.73	100%	Prime
9	Emergency Protection for Linda Lane Pump Station Phase II	Increase lagging size in existing soldier pile reinforcing wall	2/9/2017	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$73,399.43	100%	Prime
8	Huntington Harbor Beaches Sand Replenishment	Import 8,500 CY of sand from the lower Santa Ana River to various Huntington Harbor beaches	2/7/2017	City of Huntington Beach 2000 Main Street Huntington Beach, CA 92648	Scott Smith - (714) 536-5287 Ssmith@surfcity-hb.org	$453,864.00	100%	Prime
7	Milligan drive Bridge Renovations	Remove existing milligan drive bridge. Replace with pre-cast bridge	12/20/2016	City of Laguna Beach 505 S. Forest Ave Laguna Beach, CA 92651	Tri Nguyen - (949) 497-0741 tnguyen@lagunabeachcity.net	$314,669.79	100%	Prime
6	North Beach Opportunistic Sand Replenishment Project	Import 12,000 CY of sand to San Clemente's North Beach	12/9/2016	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Aeryn Donnelly - (949) 361-8267 DonnellyA@san-clemente.org	$430,900.00	100%	Prime
5	HWY 101 Storm Drain and Slope Repair	Slope Restoration, Storm Drain, Road Repair, Runoff Mitigation, Work took place adjacent a coastal lagoon	6/22/2016	City of Encinitas 505 S. Vulcan Ave. Encinitas, CA 92024	Nick Diele - (760) 633-2782 Ndiele@encinitasca.gov	$667,821.26	100%	Prime
4	Franklin Lift Station Wet Well Expansion	Expansion of an existing wet well at a sewage pump station. Included a 24-hour bypass	6/3/2016	City of La Verne 3660 "D" Street La Verne, CA 91750	Jerry Mesa - (909) 596-8749 Jmesa@cityoflaverne.org	$613,429.27	100%	Prime
3	Juanita Cooke Greenbelt Trail	Construct pedestrian & horse trail, Landscape and Irrigation	5/9/2016	City of Fullerton 303 W. Commonwealth Ave Fullerton, CA 92832	Paul Lubliner - (714) 738-6886 PaulL@ci.fullerton.ca.us	$206,358.00	100%	Prime
2	El Portal Beach Access Rehabilitation Project	Demolish existing beach access stairs, Construct new beach access stairs & handrail	12/11/2015	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Aeryn Donnelly - (949) 361-8267 DonnellyA@san-clemente.org	$850,104.00	100%	Prime
1	Emergency Protection for Linda Lane Pump Station Phase 1	Install soldier pile wall at toe of slope to protect existing pump station	8/4/2015	City of San Clemente 910 Calle Negocio San Clemente, CA 92673	Greg Deist - (949) 337-3139 DeistG@san-clemente.org	$107,000.00	100%	Prime

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES
(Cont'd)

STATE OF CALIFORNIA, COUNTYOF San Diego

I am the President

_____ of Wright Construction Engineering Corp

_____ , the bidder herein. I have read the foregoing statement and know the contents thereof; and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters I believe it to be true.

_____

_____

Executed on 8/20/2026 (Date) at San Marcos (Place), California.

I declare, under penalty of perjury, that the foregoing is true and correct.

_____
Signature of Bidder

President
Title

_____
Signature of Bidder

_____
Title

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code the bidder shall state whether such bidder, any officer or employee of such bidder who has a proprietary interest in such bidder has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

   Yes _____ No X

2. If Yes, explain the circumstances.

N/A

Executed on 8/20/2026 at San Marcos, California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature(s) of Authorized Bidder

Signature(s) of Authorized Bidder

President
Title

Title

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the bid.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?
   Yes ( ) No (x)

2. If the answer to No. 1 is "yes", please forward a copy of the rules of each bid depository you used with this questionnaire.

3. Did you have any source of subcontractors' bids other than bid depositories?
   Yes ( ) No (x)

4. Has any person or group threatened you with subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?
   Yes ( ) No (x)

5. If the answer to No. 4 is "yes", please explain the following details:
   a) Date:
   b) Name of person or group:
   c) Job involved (if applicable):
   d) Nature of threats:
   e) Additional comments: (Attach additional pages as necessary)

We declare under penalty of perjury that the foregoing is true and correct.

Dated this 20th day of August, 2026.

Wright Construction Engineering Corp
Name of Company

By _____

President
Title

By _____

Title

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

BIDDER'S STATEMENT OF SUBCONTRACTORS AND MATERIAL FABRICATORS

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Subsection 1-6.3 of the SSPWC and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Bid:

(a) The name and the location of the place of business 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 one percent of the prime contractor's total bid; and

(b) The portion of the work which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

(c) Agrees that the list of subcontractors submitted herewith cannot be changed, modified, or substituted without written request and approval of the awarding body.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

Name Under Which Subcontractor is Licensed	License No. & Class	Business Address	Specific Description of Subcontract and Portion of the Work to be Done
Case Land Surveying Inc	L-5411	614 N. Eckhoff St. Orange CA 92868	Survey - 3%

Signature(s) of Bidder Date

Signature(s) of Bidder Date

President

Title

Title

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

TO THE CITY OF MALIBU

PUBLIC WORKS DEPARTMENT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Wright Construction Engineering Corp

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

2625 S Santa Fe Ave, San Marcos CA 92069

Bidder Address

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

EQUAL OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES WHICH ARE A PART OF THIS BID.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Wright Construction Engineering Corp

Name of Bidding Company

By 

Authorized Signature

President

Title (Typed)

8/20/2026

Date

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS PART 29

The bidder under penalty of perjury, certifies that except as noted below, the bidder or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

N/A

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

BIDDER'S BOND TO ACCOMPANY BID

(in lieu of cash, certified or cashier's check)

Kanan Dume Road Biofilter Project, Specification No. 2117

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Wright Construction Engineering Corp, as Principal, and Atlantic Specialty Insurance Company, as Surety, acknowledge ourselves jointly and severally bound to the City of Malibu, the obligee, for ten (10) percent of the total bid, to be paid to said City if the Bid shall be accepted and the Principal shall fail to execute the Contract tendered by the City within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 12th day of August, 2026.

Wright Construction Engineering Corp
Contractor

By _____

Title President

By _____

Title _____

Atlantic Specialty Insurance Company
Surety

By _____
Martha Barreras, Attorney-In-Fact

ATLANTIC SPECIALTY INSURANCE COMPANY
CORPORATE SEAL
1986
NEW YORK

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument; and know to be the _____ subscribed to the within instrument as the _____ of said _____

And the said _____ duly acknowledge to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

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.

SEE ATTACHED NOTARY ACKNOWLEDGEMENT

_____
Notary Public in and for said
County and State aforesaid.

If certified or cashier's check is submitted herewith, state check number _____ and Amount $_____.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

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 AUG 12 2026 before me, Chloe Feinberg, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Martha Barreras
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.

CHLOE FEINBERG
Notary Public - California
Orange County
Commission # 2539225
My Comm. Expires Nov 17, 2029

Signature Chloe Feinberg
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: _____

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Adriana Valenzuela, Betty Mercer, Martha Barreras**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of August, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

SURETY BOND SEAL AND DIGITAL SIGNATURE ADDENDUM

ATLANTIC SPECIALTY INSURANCE COMPANY

ATLANTIC SPECIALTY INSURANCE COMPANY ("ASIC") has authorized its respective Attorneys-in-Fact to affix ASIC's corporate seal and digital signature to authorized surety bonds executed on behalf of ASIC by any such Attorney-in-Fact.

This notice verifies a surety bond that is executed on behalf of ASIC by it's Attorney-in-Fact and utilizes the corporate seal below for ASIC shall be deemed to affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond. ASIC also hereby agrees that the digital signatures applied to said bond are considered acceptable as if a wet ink signature was physically added to the face of the bond.

Dated this 28th day of July, 2021.

ATLANTIC SPECIALTY INSURANCE COMPANY



For ASIC by: _____

Michael Seff, President Intact Insurance Surety

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE Nº 08950

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY *THAT, Pursuant to the Insurance Code of the State of California,*

Atlantic Specialty Insurance Company

of New York *, organized under the laws of* New York *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within the State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 16th *day of* September, 2011, *I have hereunto set my hand and caused my official seal to be affixed this* 16th *day of* September, 2011.

Dave Jones
Insurance Commissioner

By Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the convenants made in the application therefor and the conditions contained herein.

Docusign Envelope ID: 3903D840-544E-8585-81A8-309425836C68

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Diego }

On 8/13/2026, before me, Nicola Chandler, Notary Public,

personally appeared Wes W. Wright

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

NICOLA CHANDLER
Notary Public - California
San Diego County
Commission # 2486040
My Comm. Expires Apr 2, 2028

NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

OPTIONAL

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____