

## **OWNER - CONTRACTOR AGREEMENT**

### **PI SEWER UPSIZE PROJECT – PHASE II NATIONAL CITY BLVD./ 30<sup>TH</sup> STREET CIP NO. 20-01**

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **Ortiz Corporation (“Contractor”)**, 2000 McKinley Avenue, National City, California 91950 on the **18<sup>th</sup> day of October, 2022**, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

#### **1. CONSTRUCTION**

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit “A”, (hereinafter “Contract Documents”), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

#### **2. CONTRACT PRICE**

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit “B” attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### **3. TIME FOR PERFORMANCE**

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

#### **4. NON-DISCRIMINATION**

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

**5. AUTHORIZED OWNER REPRESENTATIVES**

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

**6. WORKERS' COMPENSATION INSURANCE**

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' 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 Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires 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 Agreement."

**7. ENTIRE AGREEMENT; CONFLICT**

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

**8. MAINTENANCE OF AGREEMENT DOCUMENTATION**

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

**9. INDEPENDENT CONTRACTOR**

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner.

Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

MO  
(Initial)

[Signature]  
(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

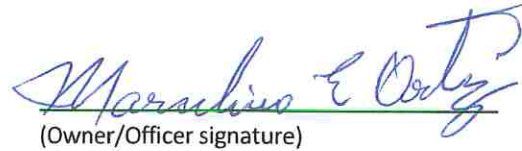
Owner:

\_\_\_\_\_  
Alejandra Sotelo-Solis  
Mayor, City of National City

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Barry Schultz  
Interim City Attorney

**Contractor:**  
**Ortiz Corporation**

  
\_\_\_\_\_  
(Owner/Officer signature)

**Marcelino E. Ortiz, President**  
\_\_\_\_\_  
Print name and title

  
\_\_\_\_\_  
(Second officer signature if a corporation)

**Aida Banghart, Vice President**  
\_\_\_\_\_  
Print name and title

**09007996**  
\_\_\_\_\_  
Contractor's City Business License No.

**Class A #602454**  
\_\_\_\_\_  
State Contractor's License No. and Class

**2000 McKinley Ave.**  
\_\_\_\_\_  
Business street address

**National City, CA 91950**  
\_\_\_\_\_  
City, State and Zip Code

**EXHIBIT A**

**CONTRACT DOCUMENTS**

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements  
(Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego  
and all other agencies that may be adjacent and/or affected by the project.

**EXHIBIT B**

**CONTRACT PRICE**

*(NOTE - TO BE COMPLETED TO CONFORM WITH BID SCHEDULE ITEMS)*

Exhibit B

Contract Price


Bid Results for Project P-1 Sewer Upsize Project Phase 2 (CIP No. 20-01)

Item Number	Description	Unit of Measure	Quantity	Ortiz Corporation	
1	Mobilization/Demobilization	LS	1	\$105,599.32	\$105,599.32
2	Traffic and Pedestrian Control	LS	1	\$20,000.00	\$20,000.00
3	SWPPP, Water Quality Control	LS	1	\$21,682.29	\$21,682.29
4	Surveying	LS	1	\$24,484.30	\$24,484.30
5	Compliance with Community Health and Safety Plan	LS	1	\$4,276.73	\$4,276.73
6	Sewer Bypass	LS	1	\$113,843.46	\$113,843.46
7	Dewatering Mobilization and Demobilization	LS	1	\$10,157.24	\$10,157.24
8	Dewatering	DAY	10	\$13,433.52	\$134,335.20
9	Clearing and Grubbing	LS	1	\$8,169.07	\$8,169.07
10	Protection and Restoration of Existing Improvements	LS	1	\$13,339.21	\$13,339.21
11	Remove Existing 48" Sewer Manhole	EA	3	\$1,324.36	\$3,973.08
12	Abandon Existing Sewer Line	LF	250	\$10.67	\$2,667.50
13	12" Sewer Main by Open Trench	LF	575	\$185.83	\$106,852.25
14	Jack and Bore 24" Sleeve and Place 16" Fused HDPE IPS DR 11 Sewer Main Pipe within Sleeve	LF	400	\$1,479.87	\$591,948.00
15	Sewer Main Cleanout, Type A	EA	1	\$1,699.84	\$1,699.84
16	5' Sewer Manhole	EA	6	\$13,720.52	\$82,323.12
17	5' Sewer Manhole with Flat Top, 48" Diameter Cover and Cut Off Wall	EA	1	\$16,072.05	\$16,072.05
18	Sewer Manhole Infiltration Covers	EA	4	\$213.84	\$855.36
19	Manhole Locking Device	EA	4	\$824.93	\$3,299.72
20	Remove and Replace Existing Fence	LF	60	\$74.84	\$4,490.40
21	Shoring and Bracing	LS	1	\$96,063.10	\$96,063.10
22	Traffic Signal Loop Detector	EA	4	\$962.27	\$3,849.08
23	Sewer Lateral Connection	EA	4	\$2,400.00	\$9,600.00
24	Sewer Lateral, 4" SDR35 PVC	LF	170	\$100.00	\$17,000.00
25	Traffic Signing and Striping	LS	1	\$9,088.06	\$9,088.06
26	PCC Curb and Gutter	LF	30	\$81.50	\$2,445.00
27	PCC Sidewalk	SF	30	\$53.46	\$1,603.80
28	PCC Cross Gutter	SF	40	\$58.22	\$2,328.80
29	Pedestrian Ramp Replacement	EA	1	\$10,424.54	\$10,424.54
30	Connect Existing Sewer to New Manhole	EA	3	\$1,161.04	\$3,483.12
31	14' Access Road	SF	5000	\$4.28	\$21,400.00
32	8" AC Paving	TON	500	\$303.81	\$151,905.00
33	Removal, Disposal and Replacement of Unsuitable Non-Hazardous Soil	TON	200	\$38.21	\$7,642.00
34	Removal, Disposal and Replacement of Hazardous Soil & Materials	TON	200	\$121.87	\$24,374.00
			Subtotal		\$1,631,274.64
			Total		\$1,631,274.64

**CORPORATE CERTIFICATE**

I, Teresa O. Ortiz certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Marcelino E. Ortiz, who signed said contract on behalf of the Contractor, was then President of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, Teresa O. Ortiz certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Marcelino E. Ortiz, who signed said contract on behalf of the Contractor, was then President of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal:   
Teresa O. Ortiz, Secretary



**PAYMENT BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-\_\_\_\_\_, on the **18<sup>th</sup> day of October, 2022**, has awarded **Ortiz corporation**, hereinafter designated as the "Principal", the P1 SEWER UPSIZE PROJECT – PHASE II NATIONAL CITY BLVD./ 30<sup>TH</sup> STREET, CIP NO. 20-01.

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and \_\_\_\_\_ Markel Insurance Company as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Six-Hundred and Thirty-One Thousand, Two Hundred and Seventy-Four and 64/100 (\$1,631,274.64)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, not by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner of Public Entity and original contractor or on the part of any obliges named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 22nd day of September, 2022.

<u>Markel Insurance Company</u>  <u>Bart Stewart, Attorney-in-Fact</u> (SEAL)	 <u>Ortiz Corporation</u> (SEAL) <u>Marcelino Ortiz</u> (SEAL) <u>President</u> (SEAL)
Surety	Principal

## JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Bart Stewart

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

Five Million and 00/100 Dollars (\$5,000,000.00)

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

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

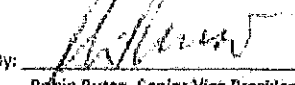
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of December, 2021 .

SureTec Insurance Company

By:   
Michael C. Keimig, President



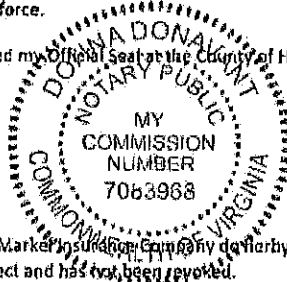
Markel Insurance Company


By:   
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 7th day of December, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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

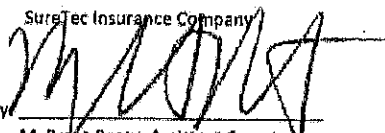


By:   
Donna Donavant, Notary Public  
My commission expires 1/31/2023


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of September, 2022 .

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Richard R. Grinnan, Vice President and Secretary

**CALIFORNIA 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 Diego }

On Septmeber 22nd, 2022 before me, Genevieve Sistar  
*Date Here Insert Name and Title of the Officer*  
personally appeared Bart Stewart  
*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.



Place Notary Seal and/or Stamp Above

Signature Genevieve Sistar  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



# ACKNOWLEDGMENT

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

State of California  
County of San Diego

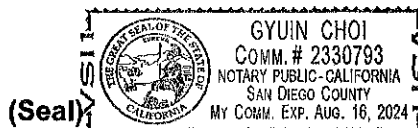
On Sept. 26, 2022 before me, Gyuin Choi, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *[Handwritten Signature]*



**PERFORMANCE BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2022-\_\_\_\_\_, on the 18<sup>th</sup> day of October, 2022, has awarded **Ortiz corporation**, hereinafter designated as the "Principal", the P1 SEWER UPSIZE PROJECT – PHASE II NATIONAL CITY BLVD./ 30<sup>TH</sup> STREET, CIP NO. 20-01.

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, the Principal and \_\_\_\_\_  
Market Insurance Company \_\_\_\_\_ as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of **One Million, Six-Hundred and Thirty-One Thousand, Two Hundred and Seventy-Four and 64/100 (\$1,631,274.64)** dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by the City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 22nd day of September, 2022.

<u>Markel Insurance Company</u>		<u>Ortiz Corporation</u> (SEAL)
		 (SEAL)
<u>Bart Stewart, Attorney-in-Fact</u> (SEAL)		<u>President</u> (SEAL)

Surety

Principal

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Bart Stewart

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

Five Million and 00/100 Dollars (\$5,000,000.00)

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

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

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 7th day of December, 2021.

SureTec Insurance Company

By: Michael C. Keimig  
Michael C. Keimig, President



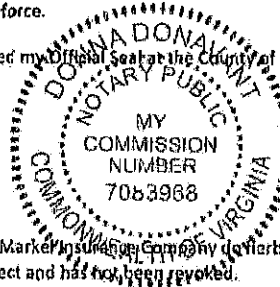
Markel Insurance Company

By: Robin Russo  
Robin Russo, Senior Vice President

Commonwealth of Virginia  
County of Henrico SS:

On this 7th day of December, 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal at the County of Henrico, the day and year first above written.



By: Donna Donavant  
Donna Donavant, Notary Public  
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of September, 2022.

SureTec Insurance Company

By: M. Brent Beatty  
M. Brent Beatty, Assistant Secretary

Markel Insurance Company

By: Richard R. Grinnan  
Richard R. Grinnan, Vice President and Secretary



**CALIFORNIA 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.

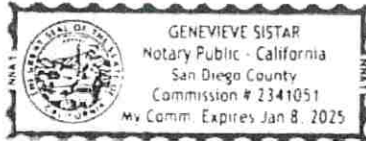
State of California }  
County of San Diego }

On Septmeber 22nd, 2022 before me, Genevieve Sistar  
*Date Here Insert Name and Title of the Officer*  
personally appeared Bart Stewart  
*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.



Place Notary Seal and/or Stamp Above

Signature Genevieve Sistar  
*Signature of Notary Public*

**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: \_\_\_\_\_

# ACKNOWLEDGMENT

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

State of California  
County of San Diego )

On Sept. 26, 2022 before me, Gyujin Choi, Notary public  
(insert name and title of the officer)

personally appeared Marcelino E. Ortiz  
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/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)

