

DWD CONSTRUCTION



13461 S AVE B
Yuma, AZ 85365



928.581.1011



Shane.dwdconstruction@out
look.com



www.dwdconstruction.com

OBJECTIVE

DWD Construction is a fully licensed and bonded general contractor operating in the state of Arizona. Our company specializes in both commercial and residential projects.

DWD CONSTRUCTION is a family owned and operated company. We strive to do quality work in many areas of construction. We have made a name for being reliable, affordable and loyal to all our clients.

We started our journey with a commitment to building trust between our clients, our team, and our subcontractors above all else. This focus has allowed us to build great relationships and great projects for more than 35 years.

We are capable and ready to take on the San Luis Municipal Pool Renovation and Repair Project. We have the experience and knowledge it takes to make this a successful partnership. We strive to do quality work and accomplish this in a timely manner. We hope you give our company the opportunity to take on this project and we look forward to working with you.

City of San Luis
San Luis Municipal Pool
Bid Schedule

Section 1					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Labor: Demolition interior of the pool.	1	Lump Sum	3,55	19,000.00
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		2,400.00
				Total	19,000.00

Section 2					
Bid Item	Item Description	Estimated Quantities	Unit	Unit Price	Total
1	Demolition the deck	1	Lump Sum	3,00	18,300.00
2	All materials and equipment	1	Lump Sum		
3	Taxes and Fees	1	Lump Sum		8,300.00
				Total	18,300.00

Proposal

THIS PROPOSAL IS SUBMITTED BY_

A corporation organized under the laws of the State of Arizona

or a partnership consisting of _____

or individual trading as DWD Construction;

of the City of Yuma, AZ (City, State) and is the holder of Arizona State Contractor's license(s): KB-1 (type) Classification

Arizona License No. ROC248137.

The bidder hereby certifies that as of the below date, the bond amount posted with the Arizona Registrar of Contractors is \$ 24,000.00 and the Bidder's actual volume of work has not exceeded the contemplated gross volume pursuant to Arizona Administrative Code, Title 4 Chapter 9 [Authority: ARS 32-1101 et seq.]

Respectfully submitted,

Bidders Firm DWD Construction

Address 13461 S AVE B

City, State, ZIP Yuma, AZ 85365

By


[Signature]

2/12/2024

[Date]

Name

Sheene Darnell

Title

manager

ATTEST:

[If Bidder is an individual]

Witness:



[Signature]

AGREEMENT

For the service of

City of San Luis

Municipal Pool Renovation and Repair Project

This agreement ("AGREEMENT") is made and entered into this 8 day of Feb 2024, by and between:

Company Name

City of San Luis

Address Line 1

1090 East Union Street (Physical Address)

Address Line 2

P.O. Box 3750 (Mailing Address)

San Luis, Arizona 85349

a for-profit corporation organized under the laws of Arizona.

a municipal corporation organized under the laws of Arizona

("CONTRACTOR")

("OWNER")

The CONTRACTOR and OWNER may be referred to individually as the Party and collectively as the Parties.

WITNESSETH: The CONTRACTOR, for and in consideration of the sum of \$ 250,359.07 to be paid him by the OWNER, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for himself, his heirs, executors, administrators, successors, and assigns as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all work for the **City of San Luis – Municipal Pool Renovation and Repairs** ("PROJECT"), per the CONTRACTOR's bid of _____, 2024, ("PROPOSAL"). and to completely and totally remove and install the materials therein for the OWNER, in a good and workmanlike and substantial manner and to the satisfaction of the OWNER through its engineers and under the

direction and supervision of the ENGINEER, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specification prepared by the engineers for the OWNER, and with such modifications of the same and other documents that may be made by the OWNER through the ENGINEER or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The ADVERTISEMENT FOR BIDS, BID SCHEDULE, Additive Bid Items, if any, SPECIFICATIONS, General Conditions, Special Provisions, Addenda, if any, PROPOSAL, BID SURETY BOND, Payment Bond and Performance Bond as required by law, Certificates of Insurance, and Change Orders, if any, are by this reference made a part of this CONTRACT to the same extent as if set forth herein in full.

ARTICLE III - LEGAL ARIZONA WORKERS ACT COMPLIANCE: To the extent applicable under A.R.S. § 41-4401, the CONTRACTOR and its subcontractors warrant compliance with the federal immigration laws and regulations that relate to their Employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The CONTRACTOR or subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of the AGREEMENT and may result in the termination of the Agreement by Owner. Owner retains the legal right to randomly inspect the papers and records of the CONTRACTOR and its subcontractors who work on the Agreement to ensure that the CONTRACTOR and its subcontractors are complying with the above-mentioned warranty. The CONTRACTOR and its subcontractors warrant to keep the papers and records open for inspection during normal business hours by Owner and to cooperate with Owner's inspections.

ARTICLE IV – CERTIFICATION OF NO SCRUTINIZED BUSINESS OPERATIONS: Pursuant to A.R.S. § 35-397, CONTRACTOR hereby certifies that it does not have scrutinized business operations, as defined in A.R.S. § 35-391(15), in Sudan, and that it does not have scrutinized business operations, as defined in A.R.S. § 35-393 (12), in Iran.

ARTICLE V - CONFLICT OF INTEREST: All parties hereto acknowledge that this agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

ARTICLE VI - TIME OF COMPLETION: The CONTRACTOR further covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the PROPOSAL Pamphlet.

ARTICLE VII - PAYMENTS: For and in consideration of the faithful performance of the work herein embraced as set forth in the CONTRACT DOCUMENTS, which are a part hereof and in accordance with the directions of the Owner, through its Engineer, and to his satisfaction, the Owner agrees to pay the said CONTRACTOR the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit bid price on the PROPOSAL made a part hereof, and to make such payments

within forty-five (45) days after final inspection and acceptance of the work.

ARTICLE VIII – INDEMNIFICATION: The CONTRACTOR hereby agrees to indemnify and save harmless the City of San Luis, and any jurisdiction or agency issuing permits for any work included in the PROJECT, their officers, agents and representatives from all suits, action, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries or damage sustained by any person or property arising out of the work done in fulfillment of the construction of the improvement under the terms of this agreement, or on account of any act or omission by the CONTRACTOR or his agents, or from any claims of amounts arising or recovered under Workmen's Compensation laws or any other law, bylaw, ordinance, or order or decree.

ARTICLE IX – GUARANTY OF WORK:

A. Contractor agrees to guarantee all work under this contract for a period of two years from the date of final settlement of this contract.

B. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior or not in accordance with the contract, contractor shall, whenever notified by the Owner, immediately place such guaranteed work in a condition satisfactory to the Owner and make repairs of all damage to the curbing made necessary in the fulfillment of the guaranty.

C. If contractor fails to proceed promptly to comply with the terms of any guaranty under this contract, contractor agrees that Owner may have such work performed as the Owner considers necessary to fulfill the guaranty or may allow the damage or defective work to remain as it is. In the first instance, contractor shall promptly pay city such sums as were expended in fulfilling the guaranty. In the second instance, contractor shall promptly pay city such sums of money as it would have been necessary to expend to fulfill the guaranty. Usual wear and tear and the results of accidents not chargeable to contractor or contractor's agents are excepted from the above requirements. Everything necessary for the fulfillment of any guaranty must be done without any expense to Owner.

D. To secure performance of contractor's guaranty, Owner shall retain for a period of two years from the date of final settlement five percent [5%] of the contract price. If at the expiration of this period, contractor has fulfilled contractor's guaranty to the satisfaction of the Owner, the sum so retained shall be paid to contractor. As an alternative, contractor may furnish a specific performance bond that will meet the requirements of this section.

IN WITNESS WHEREOF, the original CONTRACT will be filed with the City of San Luis Clerk.

The CONTRACTOR agrees that this CONTRACT, as awarded, is for the stated work, and understands that payment for the total work will be made on the basis of the indicated amount[s], as bid in the PROPOSAL. The OWNER shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of \$ 250,359.67.

This 12 day of Feb, 2024

(Company Name)

DWD construction

Signature

 Shene Dornell manager

Name and Title

Carla Williams / Office Mgr

Witness [if CONTRACTOR is an individual] [Date]

Carla Williams

Name and Title

This 12 day of February, 2024

City of San Luis, Owner,

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

STATE OF ARIZONA

Office of the
Registrar of Contractors

License No. ROC248137

This is to Certify That

D W D CONSTRUCTION (INDIV.)

*having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors duly licensed and admitted to engage in and pursue the business of*

KB-01

DUAL BUILDING CONTRACTOR

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 3RD day of SEPTEMBER, 2008.



Fidelis V. Garcia

DIRECTOR

DWD CONSTRUCTION PROPOSAL FOR SERVICES

Prepared for

CITY OF SAN LUIS
POOL RENOVATION AND REPAIRS PROJECT
MUNICIPAL POOL
981 N PARK AVE, SAN LUIS, AZ 85349
928.341.8535

PROVIDED BY

DWD CONSTRUCTION
13461 S AVENUE B, YUMA, AZ 85365
928.581.1011
Shane.dwdconstruction@outlook.com

INTRODUCTION

This document is intended to serve as a proposal for DWD CONSTRUCTION to provide general contractor services related to Client Project. In addition, you will find a detailed project breakdown/ estimate.

DWD CONSTRUCTION is a fully licensed and bonded general contractor operating in Arizona State. We can support both commercial and residential projects from planning through execution and completion. We started our journey with a commitment to building trust between our clients, our team, and our subcontractors above all else. This focus has allowed us to build great relationships and great buildings for more than 35 years.

We are fully licensed, insured, and bonded to operate as a general contractor in Arizona / Texas and Utah .

License Number:ROC248137

Shane Darnell

(928) 581-1011

We are a participating member in DWD CONSTRUCTION and are sworn to uphold their standards for project management, quality, and execution.

UNDERSTANDING OF WORK TO BE COMPLETED

- Demolishing all existing white pool plaster seals.
- Preparation of surface.
- Replacing the cracked concrete deck and flooring deck around the perimeter of the pool.
- Upgrading the ceramic tile and signs.
- Upgrade or remove the commercial deck drains, as needed.
- Replace all lights too LED lights.
- Replace the ADA Handicap pool lift.
- Replace pool shades.
- Install any new amenities that may be added to the pool.
- Removal of metal gutter, drains, lighting, stairs, ADA Handi-Cap electric chair, and metal pool stairs.
- Demolish the flooring of the pool and deck surface.
- Installation of protective metal rails and drains.
- Replace drains sumps and drain covers to VGB compliance.
- Survey and determine necessary modifications to the feature collection drain to comply with VGB.
- Installation of protection enclosure in audio room (if necessary, based on owner

OUTSOURCED/CONTRACTED WORK

SPLASH 2 POOL AND SPA, LLC
15227 S AVE A
YUMA, AZ 85364
928.975.9046

Provide plastering services for the pool.

E AND S CONCRETE
1728 S 8th AVE
YUMA, AZ 85364
928.246.3947

Concrete Finishers

REFERENCES

MESA TERRACE MHP LLC
 3400 S 54 TH AVE
 YUMA, AZ 85365
 928.655.3971 – Nita Hughes

Pool Renovation Project to include new plumbing, chipping, tile and replastering pool. New cool deck resurfacing. Installed new pool pump and equipment. Replaced lights with LED lights. New 100 amp Equipment panel installed.

RIO SANTE FE APARTMENTS
 1600 W 12th ST
 YUMA, AZ 85364
 928.259.6901 – Jasmin Santiago

Pool Renovation Project to include chipping plaster and cool deck. Replastering, tile and new decking. Installing new equipment to include lights, pool pump and filtration system.

QUECHAN RAINBOW POOL
 604 PICACHO RD
 WINTERHAVEN, CA 92283
 928.287.2235 - Quentin

Pool Renovation and Shade Replacement: Demolition, Replastering, New Equipment install, new lights and replacing all the fabric on the shade structure.


ITEMIZED PRICES AND SERVICES

MATERIALS AND LABOR	RATE	QTY	TOTAL
Stainless remove polish and reinstall allowance if needed on existing gutters, handrails, ladder, etc	\$6,000.00	1	\$6,000.00
Pool Chip (plaster removal)	\$19,000.00	1	\$19,000.00
Demo concrete work	\$3.00	6100SF	\$18,300.00
6 New Pool Plaster- White	\$1089.99	45	\$49,049.55
Pool tile 6"X6" blue	\$19.00	275	\$5,225.00
Plumbing Repair	\$7,500.00	1	\$7500.00
Concrete gray 2500 psi	\$8.50	6100SF	\$51,850.00
Excel deck covering knock down finish	\$4.75	6100SF	\$28,975.00
Pool ladders	\$650.00	4	\$2,600.00
Pool Hand rail	\$775.00	2	\$1,551.96
New shade fabric Installed	\$9,875.00	1	\$9,875.00
LED Lights	\$945.65	4	\$3,782.00

ADA pool lift Installed		\$6,885.00	1	\$6,885.00
Drains and covers		\$3,900.00	1	\$3,900.00
10% Overhead and Profit				\$21,449.41
Tax	6.11%			\$14,416.15
Total				\$250,359.67
MATERIAL COST INCLUDED ABOVE				
Pool plaster material cost	\$21,168.00			
Concrete cost/Supplier Valley sand and gravel	\$11,250.00			
Shade Fabric	\$7,545.00			
Equipment Usage Cost	\$11,300.00			
*Alternate Cost: 2 Slides, 4 Umbrellas (additional cost not included in Total)	\$36,500.00			

ADDITIONAL SERVICES PROVIDED

- Coordinate with Parks and Recreation Assistant Director in sequence of events of all work to minimize impact to services.
- Provide a proposed schedule for Parks and Recreation staff/facilities to clear spaces to complete work.
- Be responsible for removal and disposal of existing concrete, metal appliances, tiles, and other materials removed from this project.
- Be responsible for all fees associated with disposal.



DWD Construction is pleased to submit this proposal for the City of San Luis Municipal Pool Renovations and Repair Project. We have the experience and knowledge it takes to make this a successful partnership. Our commitment to providing quality work in a timely manner is our goal for each project we take on. We thank you for the opportunity to submit this proposal and look forward to working with the City of San Luis.

Thank you,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2024

PRODUCER Stampede Insurance Services, Inc. 40 N. Altadena Drive, Ste. 205 Pasadca, CA 91107	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
	INSURERS AFFORDING COVERAGE	NAIC #	
INSURED D W D Construction Nathaniel Damell 13461 S. Avenue B Yuma, AZ 85365	INSURER A:	Third Coast Insurance Company	10713
	INSURER B:	United Financial Casualty Company	11770
	INSURER C:		
	INSURER D:	Clear Spring Property & Casualty	15563
	INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GLSISTC005713624	03/01/2024	03/01/2025	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
B	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	971496840	07/13/2023	07/13/2024	COMBINED SINGLE LIMIT (Each Occurrence)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ _____				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
D	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CWC02035300	05/22/2023	05/22/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	<input type="checkbox"/>	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is listed as an Additional Insured.

The City of San Luis it's officers and employees are added as additional insureds.

CERTIFICATE HOLDER City of San Luis 981 N. Park Ave San Luis, Arizona 85349	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Rene Rebollo</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STATUTORY PROPOSAL BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1
OF THE ARIZONA REVISED STATUTES (Penalty of this bond must not be
less than 10% of the Proposal amount)

KNOW ALL MEN BY THESE PRESENTS:

That _____ we, DWD Construction (hereinafter referred to as "Principal") as Principal, and Philadelphia Indemnity Insurance Company (hereinafter called the Surety) a corporation organized and existing under the laws of the State of Pennsylvania with its principal offices in the County of _____, as Surety, are held and firmly bound unto Yuma County (hereinafter "Obligee") in the amount of Dollars (25,035.97) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a Proposal for: SAN LUIS MUNICIPAL POOL RENOVATION AND REPAIR PROJECT

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient Surety for the faithful performance of the Contract and for the prompt payment of labor and material furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into such contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the Proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the Proposal, then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 12th day of February, 20 24 .

PRINCIPAL SEAL

By: _____

SURETY SEAL

AGENCY OF RECORD

(Handwritten signatures in blue ink)



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Ralf Rigo and Sharif Ismail of SBXPRSS, INC. DBA BONDSEXRESS SURETY AND INSURANCE AGENCY its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors or PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 05th day of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

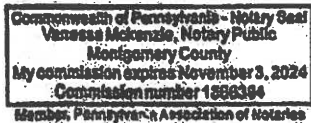


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.

Notary Public: *Vanessa McKenzie*



residing at: Bala Cynwyd, PA
My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each
Company this 8th day of February, 2021 at 24



Ed Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



NO: 30731

City of San Luis

2024 Business License

13461 S. AVE. B YUMA, AZ 85365

IN CONSIDERATION OF: \$100.00 Dollars, Receipt of which is hereby acknowledged
The firm listed below is licensed to engage in and carry on business in the City of San Luis at the address indicated.

PERIOD ENDING: 12/31/2024

**DWD CONSTRUCTION
NATHANIEL DAVID DARNELL
13461 S. AVE. B
YUMA, AZ 85365**

Edgar Espinoza

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE SO AS TO BE EASILY VISIBLE TO THE PUBLIC AT ALL TIMES