



County of Orange

County Executive Office

November 14, 2022

VIA EMAIL

Dana Point Harbor Partners, LLC
Bellwether Financial Group, Inc.
450 Newport Center Drive, Suite 590
Newport Beach, CA 92660
Attn: Joseph Ueberroth, Manager

Re: Master Ground Lease Agreement: Subsection 5.5.6 Evidence of Financing

Dear Mr. Ueberroth:

The attached letter from Brian Schaeffgen, dated November 9, 2022 ("Letter"), requests approval pursuant to Subsection 5.5.6 of the Master Ground Lease Agreement, dated October 29, 2018 ("Lease"), between the County of Orange and Dana Point Harbor Partners, LLC ("DPHP"). This letter serves as written approval that DPHP, as required by the Lease, has demonstrated that it has sufficient financial resources to complete construction of Phase 1 as well as initiate and complete construction of Phase 2 of the Marina Improvement Project. Phase 1 of the Marina Improvement Project included the demolition and installation of three West Basin docks, W10, W11. Phase 1 demolition commenced in August 2022 with an anticipated completion date of November 2022. Phase 2 of the Marina Improvement Project includes the demolition and installation of three West Basin docks, W9, W8, and W7, as described and depicted on pages 4-6 of the attached Letter.

If you have any questions or concerns, please contact Zoila Verdaguer at Zoila.Verdaguer@ocgov.com.

Sincerely,

Thomas A. Miller
Chief Real Estate Officer

Enc: DPHP Letter Re. Conditions Precedent to the Commencement of Marina Construction Phase 2

Dana Point Harbor Partners, LLC

To: Thomas "Mat" Miller, Chief Real Estate Officer, County of Orange
Zoila Verdaguer, CEO Real Estate | Land Development, County of Orange

From: Brian Schaeffen, Dana Point Harbor Partners, LLC, Marina Component

cc: Joe Ueberroth, Dana Point Harbor Partners, LLC

Date: November 9, 2022

RE: Dana Point Harbor Partners Conditions
Precedent to the Commencement of Marina Construction - Phase 2

As we continue to deliver the necessary items required as conditions precedent to the commencement of our Improvement Project, we are sending the following items to address the financial requirements as we embark on Phase 2:

In accordance with the Master Ground Lease **Subsection 5.5.6 – Evidence of Financing**, Lessee is delivering the attached bank statements of the two primary accounts for the marina property for the past six months reflecting an average cash balance of approximately \$9.9 million to demonstrate that we have access to sufficient financial resources to complete construction of Phase 2 of the Improvement Project as required under the Lease.

As evidenced by the attached Contract 7500 Application and Certificate for Payment Application No. 4 and Contract 7501 Application and Certificate for Payment Application No. 2, we have completed and paid for \$3,928,620 (80%) of Mobilization, Demo and Phase 1 work, leaving approximately \$984,558 to fund on Phase 1. This combined with Phase 2 schedule of value \$4,904,819 requires finances of \$5,889,377 of which our average balance more than covers.

Phase 2 entails the removal and replacement of the West Basin docks W9, W8 and W7 per the contract's schedule of values. Please see the attached detailed description of work and area addressed in the Phase 2 work. This work is contracted for a total of \$4,904,819 (Contract 4.0 Pricing schedule of values attached) of which the Marina Component has sufficient financial resources and bonding to commence and complete this phase of the project.

Additionally, in accordance with the Master Ground Lease **Subsection 5.5.4 – Performance and Payment Bonds**, Lessee is submitting its updated licensed general contractor's payment and performance bond surety riders issued by Western Surety Company bringing the amount to \$9,818,007 encompassing both Phase 1 and 2 of the

610 Newport Center Drive, Suite 490
Newport Beach, CA 92660
(949) 723-7788

Improvement Project. We believe this coverage is compliant with the subsection of the Lease, the requirements of the County of Orange and is consistent with our Phase 1.

We believe that we have met all the conditions precedent to commencement of Phase 2 of the Marina Component of the Improvement Project such that we can target demolition of Phase 2 by November 14, 2022 and are seeking your approval as such.

Enclosures:

- Dana Point Harbor Revitalization – Phase 2 Outline of Work
- Bellingham Marine Industries Contract Pricing – Schedule of Values
- Summary of Applications and Certificates for Payments No. 4 (7500) and No. 2 (7501)
- Surety Riders - Payment and Performance Bonds - \$9,818,007
- Dana Point Harbor Partners' Bank of America Statements April 2022 - September 2022 for accounts *8628
- Dana Point Harbor Partners' Bank of America Statements April 2022 - September 2022 for accounts *8586

Dana Point Harbor Revitalization

Phase 2 Description

- 1. Demolition**
 - a. Demolition of existing docks
 - b. Demolition of existing piles
 - c. Demolition of existing guardrails
 - d. Demolition of existing gates
 - e. Removal and disposal of demolition
- 2. Repairs to Seawall and Revetment wall.**
- 3. Installation of Docks W9, W8 and W7**
 - a. 238 Floats
- 4. Installation of steel piles and HDPE sleeves**
 - a. 32 Piles and sleeves
- 5. Installation of aluminum gangways**
 - a. 3x 30' gangways
- 6. Installation of aluminum gates**
 - a. 3x aluminum gates
- 7. Installation of aluminum guardrail**

The installation of Phase 2 comprises of Three (3) docks, W9, W8 and W7. Phase 2 is located on the Eastern side of the West basin next to phase 1. Once demolition of the existing docks is complete, Bellingham Marine will begin splashing floats from the laydown area located near the shipyard in the East of the site.

Floats once splashed will be pushed into place with workboats, a total of 160 floats will be installed to make up the Three (3) new docks. The piling will begin once the floats are in place and will continue throughout the phase until both the two (2) docks are complete. There is a total of 32 14" piles and 32 of 16" sleeves in phase 2.

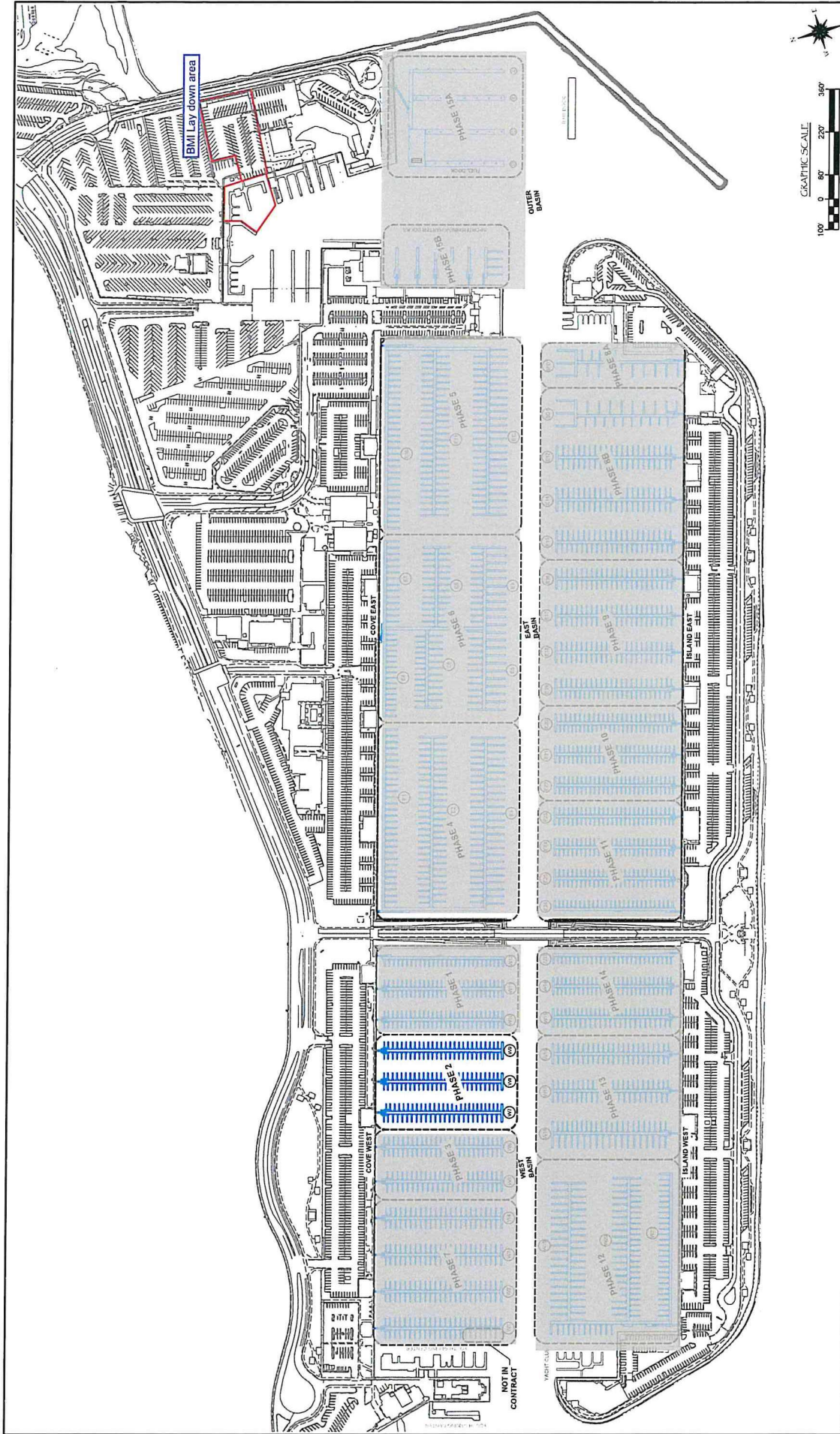
Once installed the new dock arrangement will have a total of 172 slips made up of 25 28', 137 25' and 10 22' slips.

Services including power, water and fire will be installed on the docks once the main walk is in. Service pedestals one (1) each per berth will be installed once finger docks are in place.

Gangways will be hung once gangway landing floats and main walkway floats are in place with gates being fitted soon after. Guardrails will be installed once gates have been fixed to abutment.

Appendix 1 – Dana Point Phase 2 and Pile Layout

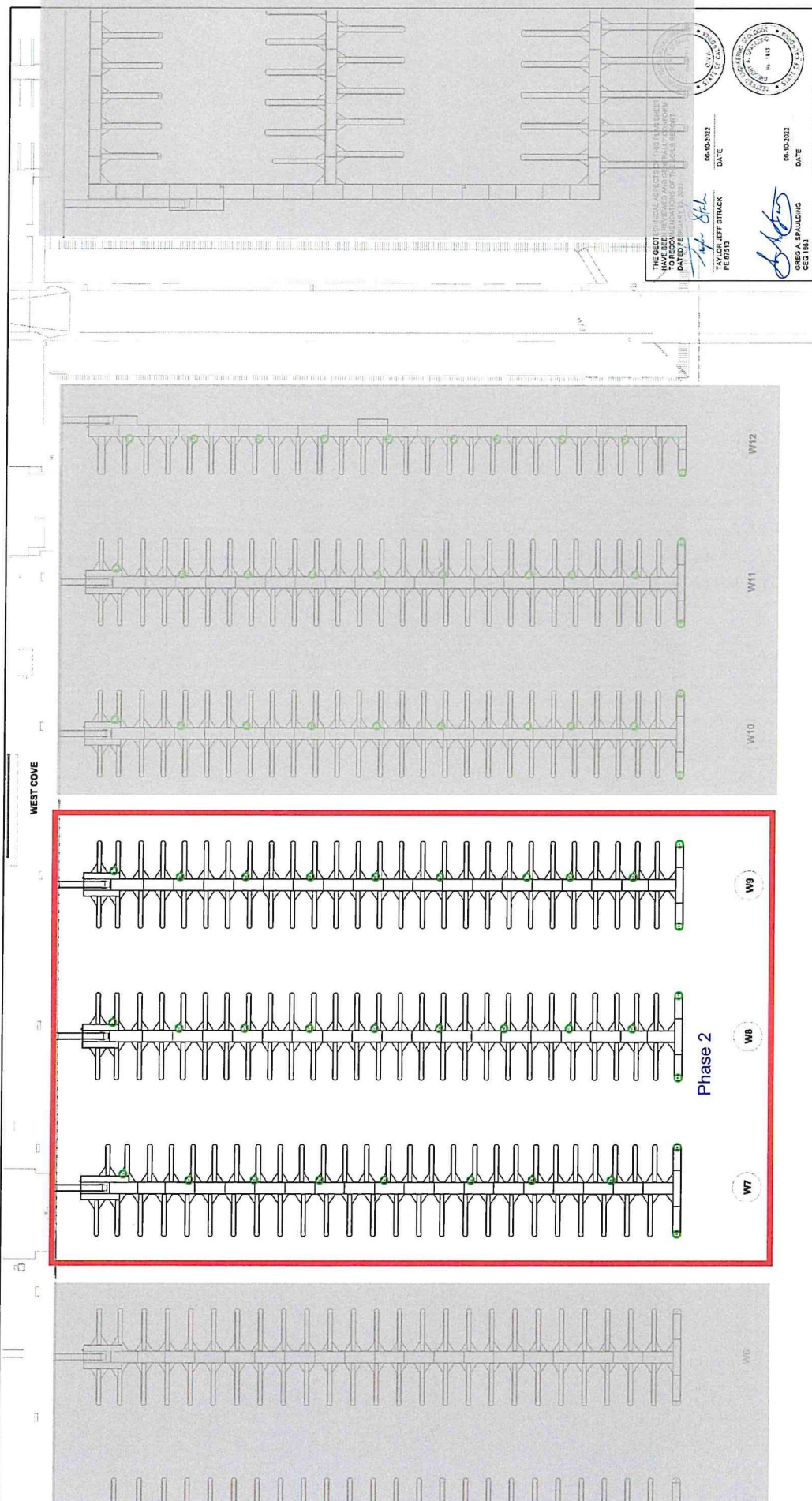
PRODUCTION/FABRICATION DRAWING



NO.	DATE	DESCRIPTION	BY
REVISIONS			

SOUTH WEST DIVISION CA LICENSE #442499 10000 BELLEVUE BLVD SUITE 100 DIXON, CA 95620 TEL: (707) 679-2385 FAX: (707) 679-1700		THIS DRAWING CONTAINS INFORMATION BELONGING TO BELLINGHAM MARINE AND SHALL NOT BE LOANED, REPRODUCED, COPIED, REPRODUCED, OR PARTIALLY REPRODUCED WITHOUT THE WRITTEN PERMISSION OF BELLINGHAM MARINE. BELLINGHAM MARINE WILL BE RESPONSIBLE FOR ANY DAMAGE TO THE DRAWING CAUSED BY ANY PARTY. BELLINGHAM MARINE, INC.	
PROJECT NUMBER: 7500-01		PROJECT MANAGER: CHECKED BY:	
ENGINEER / DESIGNER:		PHASING PLAN LAYOUT	
DANA POINT HARBOR REVITALIZATION (PHASE 1, DOCKS W10 - W12) Harbor Drive, Dana Point, CA 92629			
SCALE: 1" = 200' (Sheet Size 24" x 36")		DRAWING NO.: PH1	
DRAWN BY: KG		DATE: 3/9/2022	
SHEET NO.: 8		SHEET NO.: 8	

PERMIT DRAWING



THE GREAT ORIGINALLY DESIGNED THIS DRAWING TO RECORD REVISIONS AND OTHER INFORMATION TO BE ADDED TO THE ORIGINAL DRAWING. ANY CHANGES TO THE ORIGINAL DRAWING MUST BE APPROVED BY THE ORIGINAL DESIGNER AND THE CLIENT. ANY CHANGES TO THE ORIGINAL DRAWING MUST BE APPROVED BY THE ORIGINAL DESIGNER AND THE CLIENT.

DATE: 06-10-2022
 DATE: 06-10-2022

DATE: 06-10-2022
 DATE: 06-10-2022

○ = 14" (14" O.D.) SCH. XH (500" WALL) PIPE PILE, ASTM A552, GR. 3 w/ HDPE SLEEVE

<p>Bellingham MARINE THE WORLD'S MOST COMPREHENSIVE MARINA BUILDER</p>		<p>SOUTHWEST DIVISION CA LICENSE #M49498 JANE DIXON, CA 95620 TEL: (707) 879-2345 FAX: (707) 879-1700</p>		<p>THIS DRAWING CONTAINS PROPRIETARY INFORMATION BELONGING TO BELLINGHAM MARINE. IT IS NOT TO BE COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT PRIOR WRITTEN PERMISSION FROM BELLINGHAM MARINE. UNLESS OTHERWISE INDICATED OTHERWISE, ALL RIGHTS ARE RESERVED FOR BELLINGHAM MARINE INDUSTRIES, INC.</p>		<p>PROJECT NUMBER: 7341</p> <p>ENGINEER / DESIGNER: Craig S. Fuston</p> <p>PROJECT MANAGER: Harbor Drive Dana Point, CA 92629</p>		<p>DANA POINT HARBOR REVITALIZATION</p> <p>PILE LAYOUT FOR DOCKS W7 - W12</p>		<p>SCALE: (Sheet Size 24" x 36") DRAWN BY: KG DATE: 6/10/2022 DRAWING: PL3 SHEET NO.: 20</p>	
<p>NO. DATE DESCRIPTION</p>		<p>REVISIONS</p>		<p>PILE SIZE CHANGED FROM 12" TO 14"</p>		<p>DATE: 06-10-2022</p>		<p>BY: KG</p>		<p>DATE: 06-10-2022</p>	

4.0 PRICING:

Our quoted price is One Hundred Six Million Nine Hundred Sixty-Three Thousand Eight Hundred Two Dollars and 07/100 (\$106,963,802) including use tax.

DANA POINT HARBOR REVITILIZATION WATERSIDE COST SUMMARY		
Description	Comment	Item Total Sell
MOBILIZATION	MOB/DEMOB	\$313,670
PHASE 1	W10, W11, W12 DOCKS	\$4,599,518
PHASE 2	W7, W8, W9 DOCKS	\$4,904,819
PHASE 3	W5, W6 DOCKS	\$3,578,676
PHASE 4	E1, E2, E3 DOCKS	\$7,996,711
PHASE 5	E10, E11, E12 DOCKS	\$7,494,138
PHASE 6	E4, E5, E6, E7, E8, E9 DOCKS	\$8,282,172
PHASE 7	W1, W2, W3, W4 DOCKS	\$6,651,081
PHASE 8A	BFD1 DOCK	\$1,574,216
PHASE 8B	BD1, E13, E14, E15 DOCKS	\$6,804,514
PHASE 9	E16, E17, E18, E19 DOCKS	\$6,799,716
PHASE 10	E20, E21, E22 DOCKS	\$5,114,095
PHASE 11	E23, E24, E25, E26 DOCKS	\$6,412,167
PHASE 12	W19, W20, W21 DOCKS	\$7,450,266
PHASE 13	W16, W17, W18 DOCKS	\$5,869,236
PHASE 14	W13, W14, W15 DOCKS	\$4,930,398
PHASE 15A	FUEL & OUTER BASIN DOCKS	\$5,731,606
PHASE 15B	SPORTFISHER & CHARTER DOCKS	\$2,087,578
YACHT CLUB	YACHT CLUB DOCKS	NIC
GUARDRAIL (CURVED)	2,887 LF @ \$472/LF	\$1,363,213
GUARDRAIL (STRAIGHT)	7,222 LF @ \$421/LF	\$3,039,487
SEAWALL REPAIR		\$937,676
FUEL SYSTEM		\$3,081,300
FUEL DOCK BUILDING		\$518,650
TOTAL WATERSIDE COST		\$105,514,892

OTHER COSTS (PASS-THROUGH)		
Description	Comment	Item Total Sell
REGULATORY COMPLIANCE	PRELIMINARY	\$425,510
BUILDER'S RISK	W/EARTHQUAKE	\$187,000
PAYMENT & PERFORMANCE BOND	LUMP SUM	\$836,400
CONTINGENCY	NOT INCLUDED	\$0
TOTAL OTHER COSTS		\$1,448,910

TOTAL WATERSIDE WITH OTHER COSTS	\$106,963,802
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Contracts 7500 and 7501 Status
October 25, 2022
Source: AIA Payment Certifications

	Schedule of Values	Balance to Finish	%
Master Contract (7500)			
Mobilization	313,658	78,415	
Phase 1	2,205,525	-	
	74,348	74,348	
	131,967	-	
	597,227	418,059	
	117,329	58,665	
	180,513	-	
	97,040	57,254	
	360,836	-	
	30,000	30,000	
	405,781	142,023	
	216,865	-	
	148,720	104,104	
	33,369	21,690	
CO 1 & 2 to 7501	(1,632,999)		
Subtotal	2,966,521	906,143	
Subtotal	3,280,179	984,558	
Demo & Install (7501)			
	24,260	-	
	360,836	-	
	43,373	-	
	330,828	-	
	131,967	-	
	173,492	-	
	405,781	-	
	162,462	-	
Subtotal	1,632,999	-	
Total	<u>4,913,178</u>	<u>984,558</u>	20%

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 305973

To Owner: Dana Point Harbor Partners, LLC
 610 Newport Center Dr Suite 490
 C/O Bellwether Financial Group
 Newport Beach, CA 92660

Project: 7500- Dana Point Harbor Construction

Application No.: 4

Distribution to:
 Owner
 Architect
 Contractor

Period To: 10/31/2022

From Contractor: Bellingham Marine Industries S, Via Architect:
 8810 Sparling Lane
 Dixon, CA 95620

Project Nos:

Contract Date: 3/4/2022

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- 1. Original Contract Sum \$106,963,802.00
- 2. Net Change By Change Order -\$1,632,998.95
- 3. Contract Sum To Date \$105,330,803.05
- 4. Total Completed and Stored To Date \$4,110,541.67
- 5. Retainage:
 - a. 4.99% of Completed Work \$205,062.10
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$205,062.10
- 6. Total Earned Less Retainage \$3,905,479.57
- 7. Less Previous Certificates For Payments \$3,905,311.65
- 8. Current Payment Due \$167.92
- 9. Balance To Finish, Plus Retainage \$101,425,323.48

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bellingham Marine Industries South

By:  Date: 10/17/22

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: _____
 My Commission expires: *See attached*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$167.92

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on th Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$1,632,998.95
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$1,632,998.95
Net Changes By Change Order	-\$1,632,998.95	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Contract : 7500- Dana Point Harbor Construction

Invoice # : 305973

Architect's Project No.:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period					
1	Mobilization	313,668.00	235,243.50	0.00	0.00	0.00	235,243.50	78,414.50	11,762.18
100	P1 (W10-W12) Floating Dock Supply	2,205,525.00	2,205,525.00	0.00	0.00	0.00	2,205,525.00	0.00	110,276.25
101	P1 (W10-W12) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
102	P1 (W10-W12) Gangway Supply	131,967.00	0.00	131,967.00	0.00	0.00	131,967.00	0.00	6,598.35
103	P1 (W10-W12) Electrical Equipment	597,227.00	149,306.75	29,861.35	0.00	0.00	179,168.10	418,058.90	8,958.41
104	P1 (W10-W12) Mechanical Equip.	117,329.00	0.00	58,664.50	0.00	0.00	58,664.50	58,664.50	2,933.23
105	P1 (W10-W12) Piling Materials	180,513.00	180,513.00	0.00	0.00	0.00	180,513.00	0.00	9,025.65
106	P1 (W10-W12) Site Conditions	97,040.00	0.00	39,786.40	0.00	0.00	39,786.40	57,253.60	1,989.32
107	P1 (W10-W12) Dock Demolition	360,836.00	360,836.00	0.00	0.00	0.00	360,836.00	0.00	18,041.80
108	P1 (W10-W12) Abutment/Gate Install	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00
109	P1 (W10-W12) Floating Dock Install	405,781.00	121,734.30	142,023.35	0.00	0.00	263,757.65	142,023.35	13,187.88
110	P1 (W10-W12) Pile Demo & Install	216,865.00	0.00	216,865.00	0.00	0.00	216,865.00	0.00	10,843.25
111	P1 (W10-W12) Electrical Install	148,720.00	0.00	44,616.00	0.00	0.00	44,616.00	104,104.00	2,230.80
112	P1 (W10-W12) Mechanical Install	33,369.00	0.00	11,679.15	0.00	0.00	11,679.15	21,689.85	583.96
200	P2 (W7-W9) Floating Dock Supply	2,310,080.00	1,386,048.00	0.00	0.00	0.00	1,386,048.00	924,032.00	69,302.40
201	P2 (W7-W9) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
202	P2 (W7-W9) Gangway Supply	131,967.00	0.00	0.00	0.00	0.00	0.00	131,967.00	0.00
203	P2 (W7-W9) Electrical Equipment	735,598.00	183,899.50	73,559.80	0.00	0.00	257,459.30	478,138.70	12,872.97
204	P2 (W7-W9) Mechanical Equip.	132,899.00	0.00	0.00	0.00	0.00	0.00	132,899.00	0.00
205	P2 (W7-W9) Piling Materials	162,112.00	16,211.20	145,900.80	0.00	0.00	162,112.00	0.00	8,105.60
206	P2 (W7-W9) Site Conditions	107,587.00	0.00	0.00	0.00	0.00	0.00	107,587.00	0.00
207	P2 (W7-W9) Dock Demolition	359,887.00	0.00	0.00	0.00	0.00	0.00	359,887.00	0.00
208	P2 (W7-W9) Abutment/Gate Install	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00	0.00
209	P2 (W7-W9) Floating Dock Install	444,319.00	0.00	0.00	0.00	0.00	0.00	444,319.00	0.00
210	P2 (W7-W9) Pile Demo & Install	201,409.00	0.00	0.00	0.00	0.00	0.00	201,409.00	0.00
211	P2 (W7-W9) Electrical Install	175,760.00	0.00	0.00	0.00	0.00	0.00	175,760.00	0.00
212	P2 (W7-W9) Mechanical Install	38,854.00	0.00	0.00	0.00	0.00	0.00	38,854.00	0.00
300	P3 (W5, W6) Floating Dock Supply	1,541,097.00	0.00	0.00	0.00	0.00	0.00	1,541,097.00	0.00
301	P3 (W5, W6) Gate Supply	49,565.00	0.00	0.00	0.00	0.00	0.00	49,565.00	0.00
302	P3 (W5, W6) Gangway Supply	87,978.00	0.00	0.00	0.00	0.00	0.00	87,978.00	0.00
303	P3 (W5, W6) Electrical Equipment	488,514.00	0.00	0.00	0.00	0.00	0.00	488,514.00	0.00
304	P3 (W5, W6) Mechanical Equip.	132,315.00	0.00	0.00	0.00	0.00	0.00	132,315.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Architect's Project No.:

Invoice #: 305973 Contract: 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	In Place					
305	P3 (W5, W6) Piling Materials	101,320.00	0.00	0.00	0.00	0.00	0.00	101,320.00	0.00
306	P3 (W5, W6) Site Conditions	94,000.00	0.00	0.00	0.00	0.00	0.00	94,000.00	0.00
307	P3 (W5, W6) Dock Demolition	364,939.00	0.00	0.00	0.00	0.00	0.00	364,939.00	0.00
308	P3 (W5, W6) Abutment/Gate Install	20,267.00	0.00	0.00	0.00	0.00	0.00	20,267.00	0.00
309	P3 (W5, W6) Floating Dock Install	370,743.00	0.00	0.00	0.00	0.00	0.00	370,743.00	0.00
310	P3 (W5, W6) Pile Demo & Install	191,323.00	0.00	0.00	0.00	0.00	0.00	191,323.00	0.00
311	P3 (W5, W6) Electrical Install	111,405.00	0.00	0.00	0.00	0.00	0.00	111,405.00	0.00
312	P3 (W5, W6) Mechanical Install	25,211.00	0.00	0.00	0.00	0.00	0.00	25,211.00	0.00
400	P4 (E1-E3) Floating Dock Supply	3,729,461.00	0.00	0.00	0.00	0.00	0.00	3,729,461.00	0.00
401	P4 (E1-E3) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
402	P4 (E1-E3) Gangway Supply	96,776.00	0.00	0.00	0.00	0.00	0.00	96,776.00	0.00
403	P4 (E1-E3) Electrical Equipment	1,138,887.00	0.00	0.00	0.00	0.00	0.00	1,138,887.00	0.00
404	P4 (E1-E3) Mechanical Equip.	282,074.00	0.00	0.00	0.00	0.00	0.00	282,074.00	0.00
405	P4 (E1-E3) Piling Materials	384,823.00	0.00	0.00	0.00	0.00	0.00	384,823.00	0.00
406	P4 (E1-E3) Site Conditions	174,747.00	0.00	0.00	0.00	0.00	0.00	174,747.00	0.00
407	P4 (E1-E3) Dock Demolition	804,384.00	0.00	0.00	0.00	0.00	0.00	804,384.00	0.00
408	P4 (E1-E3) Abutment/Gate Install	17,760.00	0.00	0.00	0.00	0.00	0.00	17,760.00	0.00
409	P4 (E1-E3) Floating Dock Install	728,089.00	0.00	0.00	0.00	0.00	0.00	728,089.00	0.00
410	P4 (E1-E3) Pile Demo & Install	346,732.00	0.00	0.00	0.00	0.00	0.00	346,732.00	0.00
411	P4 (E1-E3) Electrical Install	150,342.00	0.00	0.00	0.00	0.00	0.00	150,342.00	0.00
412	P4 (E1-E3) Mechanical Install	68,288.00	0.00	0.00	0.00	0.00	0.00	68,288.00	0.00
500	P5 (E10-E12) Floating Dock Supply	3,616,917.00	0.00	0.00	0.00	0.00	0.00	3,616,917.00	0.00
501	P5 (E10-E12) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
502	P5 (E10-E12) Gangway Supply	96,776.00	0.00	0.00	0.00	0.00	0.00	96,776.00	0.00
503	P5 (E10-E12) Electrical Equipment	980,366.00	0.00	0.00	0.00	0.00	0.00	980,366.00	0.00
504	P5 (E10-E12) Mechanical Equip.	279,643.00	0.00	0.00	0.00	0.00	0.00	279,643.00	0.00
505	P5 (E10-E12) Piling Materials	340,985.00	0.00	0.00	0.00	0.00	0.00	340,985.00	0.00
506	P5 (E10-E12) Site Conditions	156,253.00	0.00	0.00	0.00	0.00	0.00	156,253.00	0.00
507	P5 (E10-E12) Dock Demolition	688,290.00	0.00	0.00	0.00	0.00	0.00	688,290.00	0.00
508	P5 (E10-E12) Abutment/Gate Install	17,760.00	0.00	0.00	0.00	0.00	0.00	17,760.00	0.00
509	P5 (E10-E12) Floating Dock Install	663,267.00	0.00	0.00	0.00	0.00	0.00	663,267.00	0.00
510	P5 (E10-E12) Pile Demo & Install	366,757.00	0.00	0.00	0.00	0.00	0.00	366,757.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Architect's Project No.:

Invoice #: 305973 Contract : 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
511	P5 (E10-E12) Electrical Install	146,016.00	0.00	0.00	0.00	0.00	0.00	146,016.00	0.00
512	P5 (E10-E12) Mechanical Install	66,760.00	0.00	0.00	0.00	0.00	0.00	66,760.00	0.00
600	P6 (E4-E9) Floating Dock Supply	4,151,975.00	0.00	0.00	0.00	0.00	0.00	4,151,975.00	0.00
601	P6 (E4-E9) Gate Supply	24,783.00	0.00	0.00	0.00	0.00	0.00	24,783.00	0.00
602	P6 (E4-E9) Gangway Supply	43,989.00	0.00	0.00	0.00	0.00	0.00	43,989.00	0.00
603	P6 (E4-E9) Electrical Equipment	1,149,269.00	0.00	0.00	0.00	0.00	0.00	1,149,269.00	0.00
604	P6 (E4-E9) Mechanical Equip.	321,648.00	0.00	0.00	0.00	0.00	0.00	321,648.00	0.00
605	P6 (E4-E9) Piling Materials	347,515.00	0.00	0.00	0.00	0.00	0.00	347,515.00	0.00
606	P6 (E4-E9) Site Conditions	171,753.00	0.00	0.00	0.00	0.00	0.00	171,753.00	0.00
607	P6 (E4-E9) Dock Demolition	715,623.00	0.00	0.00	0.00	0.00	0.00	715,623.00	0.00
608	P6 (E4-E9) Abutment/Gate Install	43,605.00	0.00	0.00	0.00	0.00	0.00	43,605.00	0.00
609	P6 (E4-E9) Floating Dock Install	728,638.00	0.00	0.00	0.00	0.00	0.00	728,638.00	0.00
610	P6 (E4-E9) Pile Demo & Install	366,561.00	0.00	0.00	0.00	0.00	0.00	366,561.00	0.00
611	P6 (E4-E9) Electrical Install	149,607.00	0.00	0.00	0.00	0.00	0.00	149,607.00	0.00
612	P6 (E4-E9) Mechanical Install	67,206.00	0.00	0.00	0.00	0.00	0.00	67,206.00	0.00
700	P7 (W1-W4) Floating Dock Supply	2,891,926.00	0.00	0.00	0.00	0.00	0.00	2,891,926.00	0.00
701	P7 (W1-W4) Gate Supply	99,130.00	0.00	0.00	0.00	0.00	0.00	99,130.00	0.00
702	P7 (W1-W4) Gangway Supply	175,956.00	0.00	0.00	0.00	0.00	0.00	175,956.00	0.00
703	P7 (W1-W4) Electrical Equipment	855,608.00	0.00	0.00	0.00	0.00	0.00	855,608.00	0.00
704	P7 (W1-W4) Mechanical Equip.	354,602.00	0.00	0.00	0.00	0.00	0.00	354,602.00	0.00
705	P7 (W1-W4) Piling Materials	197,574.00	0.00	0.00	0.00	0.00	0.00	197,574.00	0.00
706	P7 (W1-W4) Site Conditions	159,247.00	0.00	0.00	0.00	0.00	0.00	159,247.00	0.00
707	P7 (W1-W4) Dock Demolition	625,689.00	0.00	0.00	0.00	0.00	0.00	625,689.00	0.00
708	P7 (W1-W4) Abutment/Gate Install	41,088.00	0.00	0.00	0.00	0.00	0.00	41,088.00	0.00
709	P7 (W1-W4) Floating Dock Install	643,551.00	0.00	0.00	0.00	0.00	0.00	643,551.00	0.00
710	P7 (W1-W4) Pile Demo & Install	337,331.00	0.00	0.00	0.00	0.00	0.00	337,331.00	0.00
711	P7 (W1-W4) Electrical Install	220,473.00	0.00	0.00	0.00	0.00	0.00	220,473.00	0.00
712	P7 (W1-W4) Mechanical Install	48,905.00	0.00	0.00	0.00	0.00	0.00	48,905.00	0.00
800	P8A (BFD1) Floating Dock Supply	627,607.00	0.00	0.00	0.00	0.00	0.00	627,607.00	0.00
801	P8A (BFD1) Gate Supply	24,783.00	0.00	0.00	0.00	0.00	0.00	24,783.00	0.00
802	P8A (BFD1) Gangway Supply	43,989.00	0.00	0.00	0.00	0.00	0.00	43,989.00	0.00
803	P8A (BFD1) Electrical Equipment	225,029.00	0.00	0.00	0.00	0.00	0.00	225,029.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Architect's Project No.:

Invoice #: 305973 Contract : 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
804	P8A (BFD1) Mechanical Equip.	93,762.00	0.00	0.00	0.00	0.00	0.00	93,762.00	0.00
805	P8A (BFD1) Piling Materials	79,200.00	0.00	0.00	0.00	0.00	0.00	79,200.00	0.00
806	P8A (BFD1) Site Conditions	43,100.00	0.00	0.00	0.00	0.00	0.00	43,100.00	0.00
807	P8A (BFD1) Dock Demolition	178,730.00	0.00	0.00	0.00	0.00	0.00	178,730.00	0.00
808	P8A (BFD1) Abutment/Gate Install	10,272.00	0.00	0.00	0.00	0.00	0.00	10,272.00	0.00
809	P8A (BFD1) Floating Dock Install	138,535.00	0.00	0.00	0.00	0.00	0.00	138,535.00	0.00
810	P8A (BFD1) Pile Demo & Install	73,017.00	0.00	0.00	0.00	0.00	0.00	73,017.00	0.00
811	P8A (BFD1) Electrical Install	25,872.00	0.00	0.00	0.00	0.00	0.00	25,872.00	0.00
812	P8A (BFD1) Mechanical Install	10,320.00	0.00	0.00	0.00	0.00	0.00	10,320.00	0.00
850	P8B (E13-E15) Floating Dock Supply	3,028,432.00	0.00	0.00	0.00	0.00	0.00	3,028,432.00	0.00
851	P8B (E13-E15) Gate Supply	99,130.00	0.00	0.00	0.00	0.00	0.00	99,130.00	0.00
852	P8B (E13-E15) Gangway Supply	175,956.00	0.00	0.00	0.00	0.00	0.00	175,956.00	0.00
853	P8B (E13-E15) Electrical Equipment	874,513.00	0.00	0.00	0.00	0.00	0.00	874,513.00	0.00
854	P8B (E13-E15) Mechanical Equip.	356,791.00	0.00	0.00	0.00	0.00	0.00	356,791.00	0.00
855	P8B (E13-E15) Piling Materials	256,510.00	0.00	0.00	0.00	0.00	0.00	256,510.00	0.00
856	P8B (E13-E15) Site Conditions	157,773.00	0.00	0.00	0.00	0.00	0.00	157,773.00	0.00
857	P8B (E13-E15) Dock Demolition	571,320.00	0.00	0.00	0.00	0.00	0.00	571,320.00	0.00
858	P8B (E13-E15) Abutment/Gate Install	41,665.00	0.00	0.00	0.00	0.00	0.00	41,665.00	0.00
859	P8B (E13-E15) Floating Dock Install	651,884.00	0.00	0.00	0.00	0.00	0.00	651,884.00	0.00
860	P8B (E13-E15) Pile Demo & Install	350,451.00	0.00	0.00	0.00	0.00	0.00	350,451.00	0.00
861	P8B (E13-E15) Electrical Install	189,517.00	0.00	0.00	0.00	0.00	0.00	189,517.00	0.00
862	P8B (E13-E15) Mechanical Install	50,571.00	0.00	0.00	0.00	0.00	0.00	50,571.00	0.00
900	P9 (E16-E19) Floating Dock Supply	2,929,154.00	0.00	0.00	0.00	0.00	0.00	2,929,154.00	0.00
901	P9 (E16-E19) Gate Supply	99,130.00	0.00	0.00	0.00	0.00	0.00	99,130.00	0.00
902	P9 (E16-E19) Gangway Supply	175,956.00	0.00	0.00	0.00	0.00	0.00	175,956.00	0.00
903	P9 (E16-E19) Electrical Equipment	873,253.00	0.00	0.00	0.00	0.00	0.00	873,253.00	0.00
904	P9 (E16-E19) Mechanical Equip.	353,164.00	0.00	0.00	0.00	0.00	0.00	353,164.00	0.00
905	P9 (E16-E19) Piling Materials	202,640.00	0.00	0.00	0.00	0.00	0.00	202,640.00	0.00
906	P9 (E16-E19) Site Conditions	171,707.00	0.00	0.00	0.00	0.00	0.00	171,707.00	0.00
907	P9 (E16-E19) Dock Demolition	666,875.00	0.00	0.00	0.00	0.00	0.00	666,875.00	0.00
908	P9 (E16-E19) Abutment/Gate Install	41,665.00	0.00	0.00	0.00	0.00	0.00	41,665.00	0.00
909	P9 (E16-E19) Floating Dock Install	665,880.00	0.00	0.00	0.00	0.00	0.00	665,880.00	0.00

CONTINUATION SHEET

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Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Architect's Project No.:

Invoice #: 305973 Contract: 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period					
910	P9 (E16-E19) Pile Demo & Install	337,034.00	0.00	0.00	0.00	0.00	0.00	337,034.00	0.00
911	P9 (E16-E19) Electrical Install	230,462.00	0.00	0.00	0.00	0.00	0.00	230,462.00	0.00
912	P9 (E16-E19) Mechanical Install	52,795.00	0.00	0.00	0.00	0.00	0.00	52,795.00	0.00
1000	P10 (E20-E22) Floating Dock Supply	2,318,176.00	0.00	0.00	0.00	0.00	0.00	2,318,176.00	0.00
1001	P10 (E20-E22) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
1002	P10 (E20-E22) Gangway Supply	131,967.00	0.00	0.00	0.00	0.00	0.00	131,967.00	0.00
1003	P10 (E20-E22) Electrical Equipment	698,989.00	0.00	0.00	0.00	0.00	0.00	698,989.00	0.00
1004	P10 (E20-E22) Mechanical Equip.	132,899.00	0.00	0.00	0.00	0.00	0.00	132,899.00	0.00
1005	P10 (E20-E22) Piling Materials	162,112.00	0.00	0.00	0.00	0.00	0.00	162,112.00	0.00
1006	P10 (E20-E22) Site Conditions	127,693.00	0.00	0.00	0.00	0.00	0.00	127,693.00	0.00
1007	P10 (E20-E22) Dock Demolition	473,687.00	0.00	0.00	0.00	0.00	0.00	473,687.00	0.00
1008	P10 (E20-E22) Abutment/Gate Install	31,249.00	0.00	0.00	0.00	0.00	0.00	31,249.00	0.00
1009	P10 (E20-E22) Floating Dock Install	508,251.00	0.00	0.00	0.00	0.00	0.00	508,251.00	0.00
1010	P10 (E20-E22) Pile Demo & Install	213,314.00	0.00	0.00	0.00	0.00	0.00	213,314.00	0.00
1011	P10 (E20-E22) Electrical Install	197,706.00	0.00	0.00	0.00	0.00	0.00	197,706.00	0.00
1012	P10 (E20-E22) Mechanical Install	43,706.00	0.00	0.00	0.00	0.00	0.00	43,706.00	0.00
1100	P11 (E23-E26) Floating Dock Supply	2,844,414.00	0.00	0.00	0.00	0.00	0.00	2,844,414.00	0.00
1101	P11 (E23-E26) Gate Supply	99,130.00	0.00	0.00	0.00	0.00	0.00	99,130.00	0.00
1102	P11 (E23-E26) Gangway Supply	175,956.00	0.00	0.00	0.00	0.00	0.00	175,956.00	0.00
1103	P11 (E23-E26) Electrical Equipment	846,623.00	0.00	0.00	0.00	0.00	0.00	846,623.00	0.00
1104	P11 (E23-E26) Mechanical Equip.	172,082.00	0.00	0.00	0.00	0.00	0.00	172,082.00	0.00
1105	P11 (E23-E26) Piling Materials	217,838.00	0.00	0.00	0.00	0.00	0.00	217,838.00	0.00
1106	P11 (E23-E26) Site Conditions	158,440.00	0.00	0.00	0.00	0.00	0.00	158,440.00	0.00
1107	P11 (E23-E26) Dock Demolition	635,855.00	0.00	0.00	0.00	0.00	0.00	635,855.00	0.00
1108	P11 (E23-E26) Abutment/Gate Install	42,265.00	0.00	0.00	0.00	0.00	0.00	42,265.00	0.00
1109	P11 (E23-E26) Floating Dock Install	642,413.00	0.00	0.00	0.00	0.00	0.00	642,413.00	0.00
1110	P11 (E23-E26) Pile Demo & Install	278,702.00	0.00	0.00	0.00	0.00	0.00	278,702.00	0.00
1111	P11 (E23-E26) Electrical Install	243,331.00	0.00	0.00	0.00	0.00	0.00	243,331.00	0.00
1112	P11 (E23-E26) Mechanical Install	55,108.00	0.00	0.00	0.00	0.00	0.00	55,108.00	0.00
1200	P12 (W19-W21) Floating Dock Supply	3,465,277.00	0.00	0.00	0.00	0.00	0.00	3,465,277.00	0.00
1201	P12 (W19-W21) Gate Supply	24,783.00	0.00	0.00	0.00	0.00	0.00	24,783.00	0.00
1202	P12 (W19-W21) Gangway Supply	96,776.00	0.00	0.00	0.00	0.00	0.00	96,776.00	0.00

CONTINUATION SHEET

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Application Date : 10/12/22

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Architect's Project No.:

Invoice #: 305973 Contract : 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	In Place					
1203	P12 (W19-W21) Electrical Equipment	1,004,731.00	0.00	0.00	0.00	0.00	0.00	1,004,731.00	0.00
1204	P12 (W19-W21) Mechanical Equip.	316,596.00	0.00	0.00	0.00	0.00	0.00	316,596.00	0.00
1205	P12 (W19-W21) Piling Materials	328,285.00	0.00	0.00	0.00	0.00	0.00	328,285.00	0.00
1206	P12 (W19-W21) Site Conditions	176,313.00	0.00	0.00	0.00	0.00	0.00	176,313.00	0.00
1207	P12 (W19-W21) Dock Demolition	607,589.00	0.00	0.00	0.00	0.00	0.00	607,589.00	0.00
1208	P12 (W19-W21) Abutment/Gate Install	12,906.00	0.00	0.00	0.00	0.00	0.00	12,906.00	0.00
1209	P12 (W19-W21) Floating Dock Install	736,523.00	0.00	0.00	0.00	0.00	0.00	736,523.00	0.00
1210	P12 (W19-W21) Pile Demo & Install	481,980.00	0.00	0.00	0.00	0.00	0.00	481,980.00	0.00
1211	P12 (W19-W21) Electrical Install	156,948.00	0.00	0.00	0.00	0.00	0.00	156,948.00	0.00
1212	P12 (W19-W21) Mechanical Install	41,560.00	0.00	0.00	0.00	0.00	0.00	41,560.00	0.00
1300	P13 (W16-W18) Floating Dock Supply	2,420,769.00	0.00	0.00	0.00	0.00	0.00	2,420,769.00	0.00
1301	P13 (W16-W18) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
1302	P13 (W16-W18) Gangway Supply	131,967.00	0.00	0.00	0.00	0.00	0.00	131,967.00	0.00
1303	P13 (W16-W18) Electrical Equipment	737,060.00	0.00	0.00	0.00	0.00	0.00	737,060.00	0.00
1304	P13 (W16-W18) Mechanical Equip.	263,443.00	0.00	0.00	0.00	0.00	0.00	263,443.00	0.00
1305	P13 (W16-W18) Piling Materials	163,396.00	0.00	0.00	0.00	0.00	0.00	163,396.00	0.00
1306	P13 (W16-W18) Site Conditions	152,407.00	0.00	0.00	0.00	0.00	0.00	152,407.00	0.00
1307	P13 (W16-W18) Dock Demolition	705,015.00	0.00	0.00	0.00	0.00	0.00	705,015.00	0.00
1308	P13 (W16-W18) Abutment/Gate Install	31,699.00	0.00	0.00	0.00	0.00	0.00	31,699.00	0.00
1309	P13 (W16-W18) Floating Dock Install	605,926.00	0.00	0.00	0.00	0.00	0.00	605,926.00	0.00
1310	P13 (W16-W18) Pile Demo & Install	373,256.00	0.00	0.00	0.00	0.00	0.00	373,256.00	0.00
1311	P13 (W16-W18) Electrical Install	170,331.00	0.00	0.00	0.00	0.00	0.00	170,331.00	0.00
1312	P13 (W16-W18) Mechanical Install	39,622.00	0.00	0.00	0.00	0.00	0.00	39,622.00	0.00
1400	P14 (W13-W15) Floating Dock Supply	2,191,798.00	0.00	0.00	0.00	0.00	0.00	2,191,798.00	0.00
1401	P14 (W13-W15) Gate Supply	74,348.00	0.00	0.00	0.00	0.00	0.00	74,348.00	0.00
1402	P14 (W13-W15) Gangway Supply	131,967.00	0.00	0.00	0.00	0.00	0.00	131,967.00	0.00
1403	P14 (W13-W15) Electrical Equipment	648,417.00	0.00	0.00	0.00	0.00	0.00	648,417.00	0.00
1404	P14 (W13-W15) Mechanical Equip.	172,654.00	0.00	0.00	0.00	0.00	0.00	172,654.00	0.00
1405	P14 (W13-W15) Piling Materials	151,980.00	0.00	0.00	0.00	0.00	0.00	151,980.00	0.00
1406	P14 (W13-W15) Site Conditions	124,700.00	0.00	0.00	0.00	0.00	0.00	124,700.00	0.00
1407	P14 (W13-W15) Dock Demolition	426,156.00	0.00	0.00	0.00	0.00	0.00	426,156.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No.: 4

Application Date: 10/12/22

To: 10/31/22

Architect's Project No.:

Contract : 7500- Dana Point Harbor Construction

Invoice #: 305973

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1408	P14 (W13-W15) Abutment/Gate Install	32,167.00	0.00	0.00	0.00	0.00	0.00	32,167.00	0.00
1409	P14 (W13-W15) Floating Dock Install	512,120.00	0.00	0.00	0.00	0.00	0.00	512,120.00	0.00
1410	P14 (W13-W15) Pile Demo & Install	247,217.00	0.00	0.00	0.00	0.00	0.00	247,217.00	0.00
1411	P14 (W13-W15) Electrical Install	175,879.00	0.00	0.00	0.00	0.00	0.00	175,879.00	0.00
1412	P14 (W13-W15) Mechanical Install	40,997.00	0.00	0.00	0.00	0.00	0.00	40,997.00	0.00
1500	P15A (Fuel&Guest) Floating Dock Supply	3,376,123.00	0.00	0.00	0.00	0.00	0.00	3,376,123.00	0.00
1501	P15A (Fuel&Guest) Gate Supply	24,783.00	0.00	0.00	0.00	0.00	0.00	24,783.00	0.00
1502	P15A (Fuel&Guest) Gangway Supply	43,989.00	0.00	0.00	0.00	0.00	0.00	43,989.00	0.00
1503	P15A (Fuel&Guest) Electrical Equipment	374,395.00	0.00	0.00	0.00	0.00	0.00	374,395.00	0.00
1504	P15A (Fuel&Guest) Mechanical Equip.	355,707.00	0.00	0.00	0.00	0.00	0.00	355,707.00	0.00
1505	P15A (Fuel&Guest) Piling Materials	304,613.00	0.00	0.00	0.00	0.00	0.00	304,613.00	0.00
1506	P15A (Fuel&Guest) Site Conditions	130,687.00	0.00	0.00	0.00	0.00	0.00	130,687.00	0.00
1507	P15A (Fuel&Guest) Dock Demolition	48,567.00	0.00	0.00	0.00	0.00	0.00	48,567.00	0.00
1508	P15A (Fuel&Guest) Abutment/Gate Install	44,056.00	0.00	0.00	0.00	0.00	0.00	44,056.00	0.00
1509	P15A (Fuel&Guest) Floating Dock Install	601,801.00	0.00	0.00	0.00	0.00	0.00	601,801.00	0.00
1510	P15A (Fuel&Guest) Pile Demo & Install	223,804.00	0.00	0.00	0.00	0.00	0.00	223,804.00	0.00
1511	P15A (Fuel&Guest) Electrical Install	163,518.00	0.00	0.00	0.00	0.00	0.00	163,518.00	0.00
1512	P15A (Fuel&Guest) Mechanical Install	39,565.00	0.00	0.00	0.00	0.00	0.00	39,565.00	0.00
1550	P15B (Sport/Charter) Floating Dock Supply	665,901.00	0.00	0.00	0.00	0.00	0.00	665,901.00	0.00
1551	P15B (Sport/Charter) Gate Supply	148,695.00	0.00	0.00	0.00	0.00	0.00	148,695.00	0.00
1552	P15B (Sport/Charter) Gangway Supply	263,934.00	0.00	0.00	0.00	0.00	0.00	263,934.00	0.00
1553	P15B (Sport/Charter) Electrical Equipment	266,265.00	0.00	0.00	0.00	0.00	0.00	266,265.00	0.00
1554	P15B (Sport/Charter) Mechanical Equip.	122,189.00	0.00	0.00	0.00	0.00	0.00	122,189.00	0.00
1555	P15B (Sport/Charter) Piling Materials	172,888.00	0.00	0.00	0.00	0.00	0.00	172,888.00	0.00
1556	P15B (Sport/Charter) Site Conditions	27,460.00	0.00	0.00	0.00	0.00	0.00	27,460.00	0.00

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 4

Application Date : 10/12/22

To: 10/31/22

Architect's Project No.:

Invoice #: 305973 Contract : 7500- Dana Point Harbor Construction

A Item No.	B Description of Work	C Scheduled Value	D		E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place						
1557	P15B (Sport/Charter) Dock Demolition	111,691.00	0.00	0.00	0.00	0.00	0.00	111,691.00	0.00	
1558	P15B (Sport/Charter) Abutment/Gate Install	60,800.00	0.00	0.00	0.00	0.00	0.00	60,800.00	0.00	
1559	P15B (Sport/Charter) Floating Dock Install	114,153.00	0.00	0.00	0.00	0.00	0.00	114,153.00	0.00	
1560	P15B (Sport/Charter) Pile Demo & Install	97,276.00	0.00	0.00	0.00	0.00	0.00	97,276.00	0.00	
1561	P15B (Sport/Charter) Electrical Install	31,200.00	0.00	0.00	0.00	0.00	0.00	31,200.00	0.00	
1562	P15B (Sport/Charter) Mechanical Install	5,126.00	0.00	0.00	0.00	0.00	0.00	5,126.00	0.00	
1600	Guardrail (Straight)	1,363,213.00	0.00	0.00	0.00	0.00	0.00	1,363,213.00	0.00	
1601	Guardrail (Curved)	3,039,487.00	0.00	0.00	0.00	0.00	0.00	3,039,487.00	0.00	
1602	Seawall Repair	937,676.00	0.00	0.00	0.00	0.00	0.00	937,676.00	0.00	
1603	Fuel System	3,061,300.00	0.00	0.00	0.00	0.00	0.00	3,061,300.00	0.00	
1604	Fuel Dock Building	518,650.00	0.00	0.00	0.00	0.00	0.00	518,650.00	0.00	
1605	Regulatory Compliance	425,510.00	9,300.02	0.00	0.00	0.00	0.00	416,209.98	0.00	
1606	Builder's Risk	187,000.00	0.00	0.00	0.00	0.00	0.00	187,000.00	0.00	
1607	Payment & Performance Bond	836,400.00	0.00	0.00	0.00	0.00	0.00	836,400.00	0.00	
2000	CO001 - Phase 1 Demo Removed	-428,468.50	-428,468.50	0.00	0.00	0.00	0.00	-428,468.50	0.00	
2001	PCO2 - Phase 1 Dock Installation Deduction	-1,204,530.45	-309,783.86	-894,746.59	0.00	0.00	0.00	-1,204,530.45	0.00	
Grand Totals		05,330,803.05	4,110,364.91	176.76	0.00	4,110,541.67	3.90%	101,220,261.38	205,062.10	

CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

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 Solano

Subscribed and sworn to (or affirmed) before me on this 17th day of October, 2022, by ERIC L. NOEGEL, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Karen E Smith

(Seal)



APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 305972

To Owner: Dana Point Harbor Partners, LLC
 610 Newport Center Dr Suite 490
 C/O Bellwether Financial Group
 Newport Beach, CA 92660

Project: 7501- Dana Point Harbor Phase 1 Demo
 Application No.: 2
 Period To: 10/31/2022

Distribution to:
 Owner
 Architect
 Contractor

From Contractor: Bellingham Marine Industries Sr Via Architect:
 8810 Sparling Lane
 Dixon, CA 95620

Project Nos:

Contract For:

Contract Date: 7/25/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet is attached.

- 1. Original Contract Sum \$428,468.50
- 2. Net Change By Change Order \$1,204,530.45
- 3. Contract Sum To Date \$1,632,998.95
- 4. Total Completed and Stored To Date \$1,632,998.95
- 5. Retainage:
 - a. 0.00% of Completed Work \$0.00
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$0.00
- 6. Total Earned Less Retainage \$1,632,998.95
- 7. Less Previous Certificates For Payments \$701,339.53
- 8. Current Payment Due \$931,659.42
- 9. Balance To Finish, Plus Retainage \$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bellingham Marine Industries South

By: [Signature] Date: 10/17/22

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public: See attached
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$931,659.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$1,204,530.45	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$1,204,530.45	\$0.00
Net Changes By Change Order	\$1,204,530.45	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 305972 Contract: 7501- Dana Point Harbor Phase 1 Demo Architect's Project No.:

Application No.: 2
 Application Date: 10/12/22
 To: 10/31/22

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period					
1	Phase 1 Demo (\$428,468.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	Site conditions	24,260.00	24,260.00	0.00	0.00	0.00	24,260.00	0.00	0.00
3	Dock Demolition	360,835.52	360,835.52	0.00	0.00	0.00	360,835.52	0.00	0.00
4	Pile Demolition	43,372.98	43,372.98	0.00	0.00	0.00	43,372.98	0.00	0.00
100	PCO1 - Phase 1 Mainwalk Install (\$1,204,530.45)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101	Dock Supply (15% from 7500-01)	330,828.75	66,165.75	264,663.00	0.00	0.00	330,828.75	0.00	0.00
102	Gangway Supply and install (100% from 7500-01)	131,967.00	0.00	131,967.00	0.00	0.00	131,967.00	0.00	0.00
103	Piling Install (80% from 7500-01)	173,492.00	0.00	173,492.00	0.00	0.00	173,492.00	0.00	0.00
104	Dock Install (100% from 7500-01)	405,781.00	81,156.20	324,624.80	0.00	0.00	405,781.00	0.00	0.00
105	Pile Material (90% from 7500-01)	162,461.70	162,461.70	0.00	0.00	0.00	162,461.70	0.00	0.00
Grand Totals					894,746.80	0.00	1,632,998.95	0.00	0.00

CALIFORNIA NOTARIAL CERTIFICATE
(JURAT)

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 Solano

Subscribed and sworn to (or affirmed) before me on this 7th day of October, 2020, by ERIC L. NOEGEL, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Karen E. Smith

(Seal)



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: (name and address) Dana Point Harbor Phase 1 Demo 34555 Casitas Place Dana Point, CA 92629	CONTRACT INFORMATION: Contract For: 7501 Date: 7/25/22	CERTIFICATE INFORMATION: Certificate Number: 001 Date: 10/12/22
OWNER: (name and address) Dana Point Harbor Partners, LLC 610 Newport Center Drive, Suite 490 Newport Beach, CA 92660	ARCHITECT: (name and address) N/A	CONTRACTOR: (name and address) Bellingham Marine Industries, Inc. 8810 Sparling Lane Dixon, CA 95620

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
 Remove, Haul, haul, and dispose of Dock C docks.

N/A		10/12/22
<i>ARCHITECT (Firm Name)</i>	<i>SIGNATURE</i>	<i>PRINTED NAME AND TITLE</i>
<i>DATE OF SUBSTANTIAL COMPLETION</i>		

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
 None

WORK TO BE COMPLETED OR CORRECTED


A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
 None

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Three (3) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Bellingham Marine Industries, Inc. <hr/> Dana Point Harbor Partners, LLC <hr/> OWNER (Firm Name)	 <hr/> SIGNATURE	Eric L Noegel, Vice President <hr/> PRINTED NAME AND TITLE	10/17/22 <hr/> DATE
--	--	---	------------------------

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: BELLINGHAM MARINE INDUSTRIES, INC.

Name of Customer: DANA POINT HARBOR PARTNERS, LLC

Job Location: DANA POINT HARBOR MARINA

Owner: DANA POINT HARBOR PARTNERS, LLC

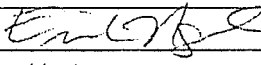
Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 10/17/2022

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: BELLINGHAM MARINE INDUSTRIES, INC.

Name of Customer: DANA POINT HARBOR PARTNERS, LLC

Job Location: DANA POINT HARBOR, DANA POINT, CA

Owner: DANA POINT HARBOR PARTNERS, LLC

Through Date: 09/30/2022

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

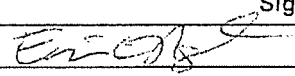
\$ 701,339.53

Exceptions

This document does not affect any of the following:

- (1) Retentions.
 - (2) Extras for which the claimant has not received payment.
 - (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
-

Signature

Claimant's Signature: 

Claimant's Title: Vice President

Date of Signature: 10/17/2022

SURETY RIDER

To be attached to and form a part of

Bond No.

Cross Ref: 30161687

Type of

Bond: Performance Bond - Dana Point Harbor Marina Revitalization

dated

effective 05/25/2022

(MONTH-DAY-YEAR)

executed by Bellingham Marine Industries, Inc.
(PRINCIPAL)

as Principal.

and by Western Surety Company

as Surety.

in favor of Dana Point Harbor Partners, LLC
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

the penal sum of the Performance Bond

FROM: \$4,913,188.00 (Four Million Nine Hundred Thirteen Thousand One Hundred Eighty Eight and 00/100ths)

TO: \$9,818,007.00 (Nine Million Eight Hundred Eighteen Thousand and Seven and 00/100ths)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider

is effective 10/27/2022

(MONTH-DAY-YEAR)

Signed and Sealed 11/08/2022

(MONTH-DAY-YEAR)

Bellingham Marine Industries, Inc.
(PRINCIPAL)

By:

[Signature]
(PRINCIPAL)

Western Surety Company
(SURETY)

By:

[Signature]
(ATTORNEY IN FACT) Andrew Kerslake

CA License No. 6006876



Performance Bond
DUAL OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond No 30161687

(hereafter "Bond") issued by the Western Surety Company

as Surety, on behalf of Bellingham Marine Industries, Inc.

, hereafter referred

to as the Principal, in favor of Dana Point Harbor Partners, LLC

, hereafter

referred to as the Primary Obligee for Dana Point Harbor Marina Revitalization

(the "Contract")

WHEREAS, the Primary Obligee requests that Surety and Principal add County of Orange, a political subdivision of the State of California as an additional obligee under the Bond; and

WHEREAS, the Surety and Principal agree to the above referenced changes requested by the Primary Obligee which are set forth in this Rider which is executed concurrently with the execution of the Bond upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. County of Orange, a political subdivision of the State of California

is added to the Bond as an additional obligee ("Additional Obligee")

2 The Surety shall not be liable under the Bond to the Primary Obligee, the Additional Obligee, or either of them unless the Primary Obligee, the Additional Obligee or either of them shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract at the time and in the manner therein set forth. Notwithstanding anything in the Contract to the contrary, the Surety shall have no obligations or liability to the Additional Obligee unless they fulfill all of the Primary Obligee's obligations under the Contract which shall include all of the Primary Obligee's payment obligations to the Principal.

3 The aggregate liability of the Surety under this Bond to any, all or either of the Primary Obligee or the Additional Obligee, as their interests may appear, is limited to the penal sum of the Bond Further, the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee. The Surety may, at its option, make any payments under said Bond by check issued jointly to the Primary Obligee and the Additional Obligee.

4. Except as modified herein, all other terms and conditions of the Bond shall remain in full force and effect

SIGNED, SEALED AND DATED this 08th day of November, 2022

Dana Point Harbor Partners, LLC
Primary Obligee

By: Joseph Ueberroth
Title: Manager
County of Orange, a political
subdivision of the State of
California

Additional Obligee

By: Thomas A. Miller
Title: Chief Real Estate Officer

Thomas A. Miller

Form F4594-9-2014

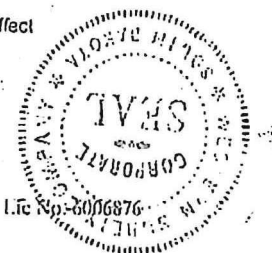
Western Surety Company

By: Andrew Kerlake
Title: Attorney-in-fact

CA Lic No: 6006876

Bellingham Marine Industries, Inc.

By: [Signature]
Title: Vice President



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, that WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Clacys, Guy P Armfield, Andrew P Larsen, Nicholas Fredrickson, Scott Garcia, Andrew Kerlake, John M Miller, Derek Sabo, Charla M Boadle, Alec Gumpfer, Katelyn Cooper, Individually, of Bellevue, WA
Drew DNeessen, Charles Floberg, William M Smith, Mason M Marks, Individually, of Portland, OR**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of December, 2021



WESTERN SURETY COMPANY

Paul T. Brulat

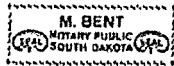
Paul T. Brulat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of December, 2021, before me personally came Paul T. Brulat, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation

My commission expires

March 2, 2026

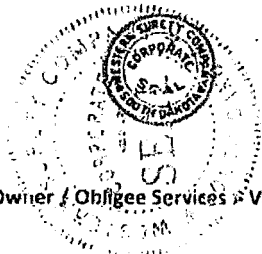


M. Bent

M. Bent, Notary Public

CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 08th day of November, 2022



WESTERN SURETY COMPANY

I. Nelson

I. Nelson, Assistant Secretary

Form PA280-7-2012

Go to www.cnasurety.com > Owner / Offgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

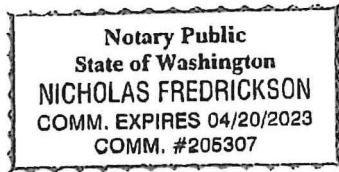
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT BY SURETY

State of Washington)
County of King)

On this 08th day of November, 2022, before me, Nicholas Fredrickson, notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Andrew Kerlake known to me to be the person whose name is subscribed on this instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as surety, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC


Commission Expires: 04/20/2023

SURETY RIDER

To be attached to and form a part of

Bond No.
Cross Ref: 30161687

Type of
Bond: Payment Bond - Dana Point Harbor Marina Revitalization

dated
effective 05/25/2022
(MONTH-DAY-YEAR)

executed by Bellingham Marine Industries, Inc.
(PRINCIPAL)

as Principal,

and by Western Surety Company as Surety,

in favor of Dana Point Harbor Partners, LLC
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing
the penal sum of the Payment Bond

FROM: \$4,913,188.00 (Four Million Nine Hundred Thirteen Thousand One Hundred Eighty Eight and 00/100ths)
TO: \$9,818,007.00 (Nine Million Eight Hundred Eighteen Thousand and Seven and 00/100ths)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider
is effective 10/27/2022
(MONTH-DAY-YEAR)

Signed and Sealed 11/08/2022
(MONTH-DAY-YEAR)

Bellingham Marine Industries, Inc.
(PRINCIPAL)

By:

[Handwritten Signature]

Western Surety Company
(SURETY)

By:

[Handwritten Signature]

(ATTORNEY-IN-FACT) Andrew Kerlake
CA License No. 6006876



Payment Bond
DUAL OBLIGEE RIDER

This Rider is executed concurrently with and shall be attached to and form a part of Bond No. 30161687

(hereafter "Bond") issued by the Western Surety Company

as Surety, on behalf of Bellingham Marine Industries, Inc.

, hereafter referred

to as the Principal, in favor of Dana Point Harbor Partners, LLC

, hereafter

referred to as the Primary Obligee for Dana Point Harbor Marina Revitalization

(the "Contract")

WHEREAS, the Primary Obligee requests that Surety and Principal add County of Orange, a political subdivision of the State of California as an additional obligee under the Bond; and

WHEREAS, the Surety and Principal agree to the above referenced changes requested by the Primary Obligee which are set forth in this Rider which is executed concurrently with the execution of the Bond upon the conditions herein stated

NOW, THEREFORE, the undersigned hereby agree as follows:

1 County of Orange, a political subdivision of the State of California

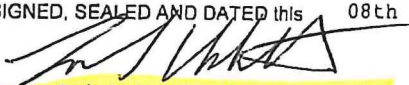
is added to the Bond as an additional obligee ("Additional Obligee").

2 The Surety shall not be liable under the Bond to the Primary Obligee, the Additional Obligee, or either of them unless the Primary Obligee, the Additional Obligee or either of them shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract at the time and in the manner therein set forth. Notwithstanding anything in the Contract to the contrary, the Surety shall have no obligations or liability to the Additional Obligee unless they fulfill all of the Primary Obligee's obligations under the Contract which shall include all of the Primary Obligee's payment obligations to the Principal

3. The aggregate liability of the Surety under this Bond to any, all or either of the Primary Obligee or the Additional Obligee, as their interests may appear, is limited to the penal sum of the Bond. Further, the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee. The Surety may, at its option, make any payments under said Bond by check issued jointly to the Primary Obligee and the Additional Obligee.

4 Except as modified herein, all other terms and conditions of the Bond shall remain in full force and effect.

SIGNED, SEALED AND DATED this 08th day of November, 2022


Dana Point Harbor Partners, LLC
Primary Obligee

By: Joseph Ueberroth
Title: Manager
County of Orange, a political
subdivision of the State of
California

Additional Obligee

By: Thomas A. Miller
Title: Chief Real Estate Officer

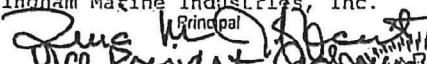


Form F4594-9-2014

Western Surety Company
Surety

By: 
Andrew Kerslake Attorney-in-fact CA License: 6006876

Bellingham Marine Industries, Inc.
Principal

By: 
Title: Vice President



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Nicholas Fredrickson, Scott Garcia, Andrew Kerlake, John M Miller, Derek Sabo, Charla M Boadle, Alec Gumpfer, Katelyn Cooper, Individually, of Bellevue, WA
Drew DNeessen, Charles Floberg, William M Smith, Mason M Marks, Individually, of Portland, OR**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of December, 2021



WESTERN SURETY COMPANY

Paul T. Bruffat

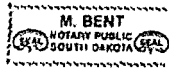
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My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

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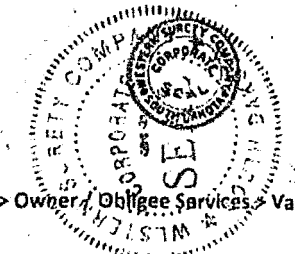
WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4289 7/2012

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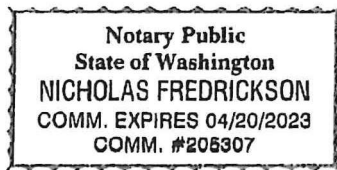
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NOTARY PUBLIC

Commission Expires: 04/20/2023



Month:	Bank	****8586	****8628	Total
September 2022	BAML	\$ 1,746,560	\$ 8,635,097	\$ 10,381,657
August 2022	BAML	\$ 2,886,842	\$ 7,501,924	\$ 10,388,766
July 2022	BAML	\$ 676,077	\$ 9,132,756	\$ 9,808,833
June 2022	BAML	\$ 1,734,584	\$ 9,077,060	\$ 10,811,644
May 2022	BAML	\$ 1,720,150	\$ 7,936,680	\$ 9,656,830
April 2022	BAML	\$ 1,726,182	\$ 6,612,483	\$ 8,338,665
	<i>Average</i>	\$ 1,748,399	\$ 8,149,333	\$ 9,897,733