

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

CONTRACT

33342

THIS CONTRACT is made and entered, in duplicate, as of November 12, 2013 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 5, 2013, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation ("Contractor"), whose address is 135 S. State College Blvd., Suite 400, Brea, California 92821, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Improvements to the Runway 12-30 RSA at the Southeast End at the Long Beach Airport in the City of Long Beach, California," dated July 26, 2013, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans No. B-4571 and Project Specifications No. R-6925;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans No. B-4571 and Project Specifications No. R-6925 for Improvements to the Runway 12-30 RSA at the Southeast End at the Long Beach Airport in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

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2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Improvements to the Runway 12-30 RSA at the Southeast End at the Long Beach Airport in the City of Long Beach, California," attached hereto as Exhibit "A".

B. Contractor shall submit requests for progress payments and City will make payments in due course of payments in accordance with Section 9 of the Standard Specifications for Public Works Construction (latest edition).

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-6925 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Plans No. B-4571 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public agencies; 2) Change Orders; 3) this Contract (including any and all amendments

1 hereto); 4) Addenda (which shall include written clarifications, corrections and
2 changes to the bid documents and other types of written notices issued prior to bid
3 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
4 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
5 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
6 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

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

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

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

23 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
24 upon City by Contractor for and on account of any extra or additional work performed or
25 materials furnished, unless such extra or additional work or materials shall have been
26 expressly required by the City Manager and the quantities and price thereof shall have
27 been first agreed upon, in writing, by the parties hereto.

28 8. CLAIMS. Contractor shall, upon completion of the work, deliver

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

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

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

13 10. WORK DAY. Contractor shall comply with Sections 1810 through
14 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
15 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
16 Contractor or any subcontractor for each calendar day such worker is required or
17 permitted to work more than eight (8) hours unless that worker receives compensation in
18 accordance with Section 1815.

19 11. PREVAILING WAGE RATES. Contractor is directed to the
20 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred
21 Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or
22 portion thereof, that such laborer, worker or mechanic is paid less than the prevailing
23 wage rates for any work done by Contractor, or any subcontractor, under this Contract.

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal
26 or State authority, Contractor shall accept as full and complete compensation
27 under this Contract such amount of money as will equal the product of multiplying
28 the Contract price stated herein by the percentage of work completed by

1 Contractor as of the date of such termination, and for which Contractor has not
2 been paid. If the work is so terminated, the City Engineer, after consultation with
3 Contractor, shall determine the percentage of work completed and the
4 determination of the City Engineer shall be final.

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

12 13. NOTICES.

13 A. Any notice required hereunder shall be in writing and
14 personally delivered or deposited in the U.S. Postal Service, first class, postage
15 prepaid, to Contractor at the address first stated herein, and to the City at 333
16 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice
17 of change of address shall be given in the same manner as stated herein for other
18 notices. Notice shall be deemed given on the date deposited in the mail or on the
19 date personal delivery is made, whichever first occurs.

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

23 14. BONDS. Contractor shall, simultaneously with the execution of this
24 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
25 form attached hereto and in the amount specified therein, conditioned upon the faithful
26 performance of this Contract by Contractor, and a good and sufficient corporate surety
27 bond, in the form attached hereto and in the amount specified therein, conditioned upon
28 the payment of all labor and material claims incurred in connection with this Contract.

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

7 16. CERTIFIED PAYROLL RECORDS.

8 A. Contractor shall keep and shall cause each subcontractor
9 performing any portion of the work under this Contract to keep an accurate payroll
10 record, showing the name, address, social security number, work classification,
11 straight time and overtime hours worked each day and week, and the actual per
12 diem wages paid to each journeyman, apprentice, worker, or other employee
13 employed by Contractor or subcontractor in connection with the work, all in
14 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
15 payroll records for Contractor and all subcontractors shall be certified and shall be
16 available for inspection at all reasonable hours at the principal office of Contractor
17 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
18 to furnish such records to City in the manner provided herein for notices shall
19 entitle City to withhold the penalty prescribed by law from progress payments due
20 to Contractor.

21 B. Upon completion of the work, Contractor shall submit to the
22 City certified payroll records for Contractor and all subcontractors performing any
23 portion of the work under this Contract. Certified payroll records for Contractor
24 and all subcontractors shall be maintained during the course of the work and shall
25 be kept by Contractor for up to three (3) years after completion of the work.

26 C. The foregoing is in addition to, and not in lieu of, any other
27 requirements or obligations established and imposed by any department of the
28 City with regard to submission and retention of certified payroll records for

1 Contractor and subcontractors.

2 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
3 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
4 and custody of the work. If any loss or damage occurs to the work that is not covered by
5 collectible commercial insurance, excluding loss or damage caused by earthquake or
6 flood or the negligence or willful misconduct of City, then Contractor shall immediately
7 make the City whole for any such loss or pay for any damage. If Contractor fails or
8 refuses to make the City whole or pay, then City may do so and the cost and expense of
9 doing so shall be deducted from the amount due Contractor from City hereunder.

10 18. CONTINUATION. Termination or expiration of this Contract shall not
11 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
12 prior to termination or expiration of this Contract.

13 19. TAXES AND TAX REPORTING.

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

23 B. Contractor shall cooperate with City in all matters relating to
24 taxation and the collection of taxes, particularly with respect to the self-accrual of
25 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
26 materials, equipment, supplies, or other tangible personal property totaling over
27 \$100,000 shipped from outside California, a qualified Contractor shall complete
28 and submit to the appropriate governmental entity the form in Appendix "A"

1 attached hereto; and (ii) for construction contracts and subcontracts totaling
2 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
3 of Equalization for the Work site. "Qualified" means that the Contractor purchased
4 at least \$500,000 in tangible personal property that was subject to sales or use tax
5 in the previous calendar year.

6 C. Contractor shall create and operate a buying company, as
7 defined in State of California Board of Equalization Regulation 1699, subpart (h),
8 in City if Contractor will purchase over \$10,000 in tangible personal property
9 subject to California sales and use tax.

10 D. In completing the form and obtaining the permit(s), Contractor
11 shall use the address of the Work site as its business address and may use any
12 address for its mailing address. Copies of the form and permit(s) shall also be
13 delivered to the City Engineer. The form must be submitted and the permit(s)
14 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
15 order any materials or equipment over \$100,000 from vendors outside California
16 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
17 shall be a material breach of this Contract. In addition, Contractor shall make all
18 purchases from the Long Beach sales office of its vendors if those vendors have a
19 Long Beach office and all purchases made by Contractor under this Contract
20 which are subject to use tax of \$500,000 or more shall be allocated to the City of
21 Long Beach. Contractor shall require the same cooperation with City, with regards
22 to subsections B, C and D under this section (including forms and permits), from
23 its subcontractors and any other subcontractors who work directly or indirectly
24 under the overall authority of this Contract.

25 E. Contractor shall not be entitled to and by signing this Contract
26 waives any claim or damages for delay against City if Contractor does not timely
27 submit these forms to the appropriate governmental entity. Contractor may
28 contact the City Controller at (562) 570-6450 for assistance with the form.

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

4 21. AUDIT. If payment of any part of the consideration for this Contract
5 is made with federal, state or county funds and a condition to the use of those funds by
6 City is a requirement that City render an accounting or otherwise account for said funds,
7 then City shall have the right at all reasonable times to examine, audit, inspect, review,
8 extract information from, and copy all books, records, accounts and other information
9 relating to this Contract.

10 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
11 work to be performed hereunder does not constitute a peculiar risk of bodily harm and
12 that no special precautions are required to perform said work.

13 23. THIRD PARTY BENEFICIARY. This Contract is intended by the
14 parties to benefit themselves only and is not in any way intended or designed to or
15 entered for the purpose of creating any benefit or right of any kind for any person or entity
16 that is not a party to this Contract.

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

25 25. NO DUTY TO INSPECT. No language in this Contract shall create
26 and City shall not have any duty to inspect, correct, warn of or investigate any condition
27 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
28 regulations relating to said work. If City does inspect or investigate, the results thereof

1 shall not be deemed compliance with or a waiver of any requirements of the Contract
2 Documents.

3 26. GOVERNING LAW. This Contract shall be governed by and
4 construed pursuant to the laws of the State of California (except those provisions of
5 California law pertaining to conflicts of laws).

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

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

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

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

26 "During the performance of a Contract with the City of Long Beach,
27 the Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

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

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

9 D. Failure to comply with the EBO may be used as evidence
10 against the Contractor in actions taken pursuant to the provisions of Long Beach
11 Municipal Code 2.93 et seq., Contractor Responsibility.

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

18 30. DEFAULT. Default shall include but not be limited to Contractor's
19 failure to perform in accordance with the Plans and Specifications, failure to comply with
20 any Contract Document, failure to pay any penalties, fines or charges assessed against
21 Contractor by any public agency, failure to pay any charges or fees for services
22 performed by the City, and if Contractor has substituted any security in lieu of retention,
23 then default shall also include City's receipt of a stop notice. If default occurs and
24 Contractor has substituted any security in lieu of retention, then in addition to City's other
25 legal remedies, City shall have the right to draw on the security in accordance with Public
26 Contract Code Section 22300 and without further notice to Contractor. If default occurs
27 and Contractor has not substituted any security in lieu of retention, then City shall have
28 all legal remedies available to it.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

SULLY-MILLER CONTRACTING
COMPANY, a Delaware corporation

NOVEMBER 27, 2013

By [Signature]
Name MICHAEL EDWARDS
Title VICE PRESIDENT

NOVEMBER 27, 2013

By [Signature]
Name RAYMOND SANCHEZ
Title ASSISTANT SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

12.20, 2013

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Contract is approved as to form on 12/12, 2013.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

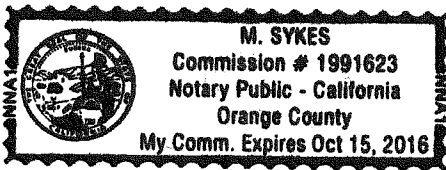


On December 3, 2013 before me, M. Sykes, personally appeared Michael Edwards and Raymond Sanchez

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

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

WITNESS my hand and official seal



Signature _____

M. Sykes
M. Sykes, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Contract _____

Document Date: _____ November 27, 2013 _____ Number of Pages: _____ 1 _____

Signer(s) Other Than Named Above: _____ None _____

Capacity(ies) Claimed by Signer(s):

Signer's Name _____ Michael Edwards _____

Signer's Name _____ Raymond Sanchez _____

Individual

Individual

Corporate Officer – Title(s) _____ Vice President _____

Corporate Officer – Title(s) _____ Assistant Secretary _____

Partner – Limited/General _____

Partner – Limited/General _____

Attorney In Fact _____

Attorney In Fact _____

Trustee _____

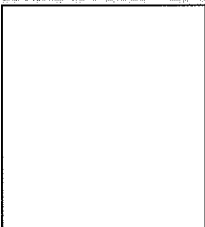
Trustee _____

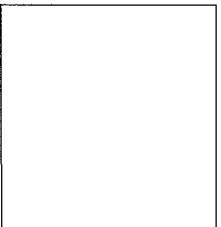
Guardian or Conservator _____

Guardian or Conservator _____

Other _____

Other _____

Right Thumbprint
of Signer


Right Thumbprint
of Signer


Signer is Representing: _____ SULLY-MILLER CONTRACTING COMPANY _____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	Gordon R. Crawley
President	David Martinez
Vice President, Chief Financial Officer and Treasurer	Timothy P. Orchard
Vice President and Assistant Secretary	Michael Edwards
Vice President	Scott Bottomley
Secretary	Anthony L. Martino II
Assistant Secretary	George Aldrich
Assistant Secretary	Raymond Sanchez
Assistant Secretary	Dennis Gansen


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on February 15, 2012, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of April 2012.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

EXHIBIT “A”

Scope of Work or Services

BIDDER'S NAME: Sully-Miller Contracting Company

BID TO THE CITY OF LONG BEACH
Improvements to Runway 12-30 RSA at the Southeast End
at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 28, 2013, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6925 at the prices listed below.

The basis for determination of the low bidder is the total of the Base Bid plus Additive A.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

BASE BID – IMPROVEMENTS TO RUNWAY 12-30 RSA AT THE SOUTHEAST END					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	80-09.1; Liquidated damages for exceeding time of completion	0	Day	(\$1,600)	0
2.	80-09.2; Liquidated damages for delays in runway openings	0	Minute	(\$750)	0
3.	80-09.3; Liquidated damages for delays in taxiway openings	0	Minute	(\$500)	0
4.	G-001-5.1; Mobilization/Demobilization	1 (Limited to 6% of Base Bid)	LS	136,000. ✓	136,000. ✓
5.	G-300-4.1; Asphalt Pavement Removal	9,000	SY	8. ✓	72,000. ✓
6.	G-300-4.1; Fence Removal	220	LF	25. ✓	5,500. ✓
7.	P-151-4.1; Clearing and Grubbing	39	Acre	8,000. ✓	312,000. ✓
8.	P-152-4.1; Unclassified Excavation	13,000	CY	6. ✓	78,000. ✓
9.	P-152-4.2; Unsuitable Excavation	500	CY	35. ✓	17,500. ✓
10.	P-152-4.3; On-Airport Borrow Excavation	10,500	CY	23. ✓	241,500. ✓
11.	P-152-4.3; Off-Airport Borrow Excavation	5,500	CY	38. ✓	209,000. ✓

ADDENDUM 1
C-1

LGB/Department of Public Works
City of Long Beach

R-6925
Division C – Bid Documents

BASE BID – IMPROVEMENTS TO RUNWAY 12-30 RSA AT THE SOUTHEAST END					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	P-154-5.1; Subbase Course	5,300	CY	38.	201,400.
13.	P-156-5.1; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1 (Limited to 5% of Base Bid)	LS	113,000.	113,000.
14.	P-220-4.1; Crushed Miscellaneous Base	4,200	CY	38.	159,600.
15.	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	4,000	TON	117.60	470,400.
16.	P-620-5.1; Pavement Marking - White	3,800	SF	3.30	12,540.
17.	P-621-4.1; Steel Plate	4	EA	11,000.	44,000.
18.	P-640-3.1; CMP Pipe Repair	1	ALLOW	\$31,000	\$31,000
19.	F-162-5.1; Chain Link Fence	320	LF	113.	36,160.
20.	F-162-5.2; Modify Existing Chain Link Fence	170	LF	149.	25,330.
21.	T-901-5.1; Hydroseeding	39	Acre	3,000.	117,000.
22.	T-901-5.2; Vegetation	3,500	SF	2.	7,000.

TOTAL BASE BID (ITEMS 1-22)

2,288,930.

ADDITIVE A – IMPROVEMENTS TO RUNWAY 12-30 RSA AT THE SOUTHEAST END					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
23.	P-151-4.1; Clearing and Grubbing	14	Acre	10,000.	140,000.
24.	P-152-4.1; Unclassified Excavation	60	CY	6.	360.
25.	P-152-4.3; On-Airport Borrow Excavation	50	CY	20.	1,000.
26.	P-152-4.3; Off-Airport Borrow Excavation	5,700	CY	22.85	130,245.
27.	P-156-5.1; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1 (Limited to 5% of Additive A Bid)	LS	20,000.	20,000.

ADDENDUM 1
C-2

ADDITIVE A – IMPROVEMENTS TO RUNWAY 12-30 RSA AT THE SOUTHEAST END					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
28.	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	345	Tons	165. ✓	56,925. ✓
29.	T-901-5.1; Hydroseeding	14	Acre	4,000. ✓	56,000. ✓
TOTAL ADDITIVE A (ITEMS 23-29)				404,530. ✓	
TOTAL BASE BID + ADDITIVE A				2,693,460. ✓	

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? N/A Which racial minority? N/A
 Is the Bidder a Women-Owned Business? N/A

Where did your company first hear about this City of Long Beach Public Works project?

Planet Bids

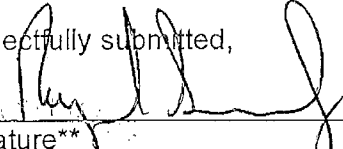
(Continued on Next Page)

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

Sully-Miller Contracting Company
Legal Name of Company

RAYMOND SANCHEZ, ASSISTANT SECRETARY
Print Name / Title

PLEASE SEE ATTACHED LIST OF CORPORATE OFFICERS
Names of Other General Partners

Names of Other Partners

Delaware
State of Incorporation

State Where Registered as LLC

BU99006450
City of Long Beach Business License Number

135 S. State College Blvd., Ste. 400, Brea, CA
Business Address (Actual Address -Not A Post Office Box)

92821 February 2, 2014
City of Long Beach Business License Expiration Date

714-578-9600 714 578-9672
Telephone Number / Fax Number

135 S. State College Blvd., Ste. 400, Brea, CA 92821
Address on City Business License

Ray.Sanchez@sully-miller.com
Email Address

747612-A, C-10
Contractor's License Number

- _____ If Bidder is an individual, set forth his/her signature.
- _____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- _____ If Bidder is a general partnership, set forth the signature of the general partner.
- _____ If Bidder is a limited partnership, provide names of other partners.
- _____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- xx If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
 COUNTY OF ORANGE

On August 26, 2013 before me, J. Daniels, Notary Public, personally appeared Raymond Sanchez

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



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

WITNESS my hand and official seal

Signature _____

J. Daniels
 J. Daniels, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Bid Proposal-Signature Page

Document Date: August 22, 2013

Number of Pages: 1

Signer(s) Other Than Named Above: _____

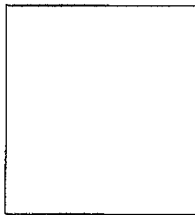
Capacity(ies) Claimed by Signer(s):

Signer's Name Raymond Sanchez

Signer's Name _____

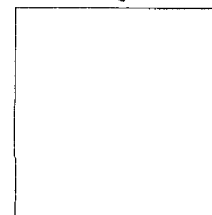
- Individual
- Corporate Officer – Title(s) Assistant Secretary
- Partner – Limited/General _____
- Attorney In Fact _____
- Trustee _____
- Guardian or Conservator _____
- Other _____

Right Thumbprint
of Signer



- Individual
- Corporate Officer – Title(s) _____
- Partner – Limited/General _____
- Attorney In Fact _____
- Trustee _____
- Guardian or Conservator _____
- Other _____

Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman of the Board	Gordon R. Crawley
President	David Martinez
Vice President, Chief Financial Officer and Treasurer	Timothy P. Orchard
Vice President and Assistant Secretary	Michael Edwards
Vice President	Scott Bottomley
Secretary	Anthony L. Martino II
Assistant Secretary	George Aldrich
Assistant Secretary	Raymond Sanchez
Assistant Secretary	Dennis Gansen

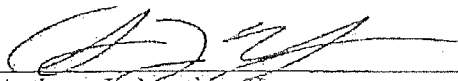
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on February 15, 2012, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 23rd day of April 2012.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

EXHIBIT B

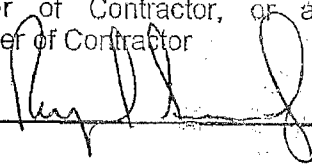
WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Sully-Miller Contracting Company

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



Raymond Sanchez

Title: Raymond Sanchez, Assistant Secretary

Date: August 20, 2013

EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA }
COUNTY OF ORANGE

On August 20, 2013 before me, J. Daniels, Notary Public, personally appeared Raymond Sanchez

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



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

WITNESS my hand and official seal

Signature

J. Daniels
J. Daniels, Notary Public

Notary Seal

OPTIONAL

Description of Attached Document

Title or Type of Document: Workers' Compensation Certification

Document Date: August 20, 2013

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s):

Signer's Name Raymond Sanchez

Signer's Name _____

Individual

Individual

Corporate Officer - Title(s) Assistant Secretary

Corporate Officer - Title(s) _____

Partner - Limited/General _____

Partner - Limited/General _____

Attorney In Fact

Right Thumbprint of Signer

Attorney In Fact

Right Thumbprint of Signer

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other

Other

Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

EXHIBIT C

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC-631-004125-653
 - B. Name of Insurer (**NOT** Broker): Liberty Mutual Insurance Group
 - C. Address of Insurer: 114 West 47th Street, New York, NY 10036
 - D. Telephone Number of Insurer: 212-391-7500

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): TBD
 - B. Automobile Liability Insurance Policy Number: AS2-631-004125-673
 - C. Name of Insurer (**NOT** Broker): Liberty Mutual Insurance Group
 - D. Address of Insurer: 114 West 47th Street, New York, NY 10036
 - E. Telephone Number of Insurer: 212-391-7500

- 3) Address of Property used to house workers on this Contract, if any: N/A

- 4) Estimated total number of workers to be employed on this Contract: TBD

- 5) Estimated total wages to be paid those workers: TBD

- 6) Dates (or schedule) when those wages will be paid: Weekly or Bi-Weekly

- 7) Estimated total number of independent contractors to be used on this Contract: TBD
(Describe schedule: For example, weekly or every other week or monthly)


- 8) Taxpayer's Identification Number: 

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name Swppp Solutions Type of Work prepare Swppp
 Address 31805 Temecula Pkwy 753
 City Temecula ca Dollar Value of Subcontract \$ 2,000.-
 Phone No. 951 587 9979
 License No. _____

Name Ace Fence Co. Type of Work fence
 Address 727 N. Glendora Ave
 City La Puente ca Dollar Value of Subcontract \$49,410.-
 Phone No. 626 333 0727
 License No. 801674

Name PLT Type of Work Striping
 Address 1105 E Hill St.
 City Long Beach Dollar Value of Subcontract \$ 7,600.-
 Phone No. 562 218 0504
 License No. 823802

Name JV Land Clearing Type of Work clean & Grub
 Address 207 E Arrow Hwy
 City San Dimas ca Dollar Value of Subcontract \$ 256,800.-
 Phone No. 909 592 2811
 License No. 759306

Name CASA Land Survey Type of Work Survey
 Address 6614 N. E. Hill St.
 City Orange ca Dollar Value of Subcontract \$ 68,900.-
 Phone No. 714 628 8948
 License No. L5411

LIST OF SUBCONTRACTORS

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

Name	<u>Martha Landscape</u>	Type of Work	<u>Hydroseed</u>
Address	<u>1900 S. Lewis St</u>		
City	<u>Anaheim CA</u>	Dollar Value of Subcontract	<u>\$ 70,570.00</u>
Phone No.	<u>714 939 5600</u>		<u>\$ 100,480.</u>
License No.	<u>492862</u>		

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.			

APPENDIX “A”

BOE-400-DP (FRONT) REV 2. (8-05)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

N/A

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I – BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II – MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III – CERTIFICATION STATEMENT

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: *(Please check one of the following)*

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT
(General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 300 Interpace Parkway, Morris Corp I, Building B/C**, a corporation, incorporated under the laws of the State of MA/MD, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of TWO MILLION SIX HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$2,693,460), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvements to the Runway 12-30 RSA at the Southeast End at the Long Beach Airport and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 25th day of November, 2013.

Sully-Miller Contracting Company
Contractor
By: [Signature]
Name: MICHAEL EDWARDS
Title: VICE PRESIDENT
By: [Signature]
Name: RAYMOND SANCHEZ
Title: ASSISTANT SECRETARY

Fidelity and Deposit Company of Maryland
Liberty Mutual Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Erik Johansson
Title: Attorney-in-Fact
Telephone: 973-394-5133/513-792-1861

Approved as to form this 12th day of December, 2013.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 10 day of DEC, 2013.

By: [Signature]
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

*Liberty Mutual Insurance Company
** Parsippany, NJ 07054
8044 Montgomery Road, Ste 150E, Cincinnati, OH 45236

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

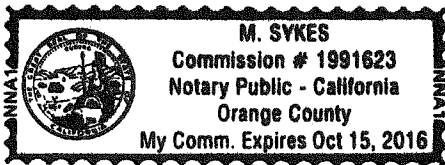


On December 3, 2013 before me, M. Sykes, personally appeared Michael Edwards and Raymond Sanchez

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

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

WITNESS my hand and official seal



Notary Seal

Signature

M. Sykes
M. Sykes, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Performance Bond (Bond for Faithful Performance)

Document Date: November 25, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: Erik Johansson, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards

Signer's Name Raymond Sanchez

Individual

Individual

Corporate Officer – Title(s) Vice President

Corporate Officer – Title(s) Assistant Secretary

Partner – Limited/General

Partner – Limited/General

Attorney In Fact

Attorney In Fact

Trustee

Trustee

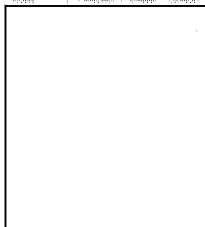
Guardian or Conservator

Guardian or Conservator

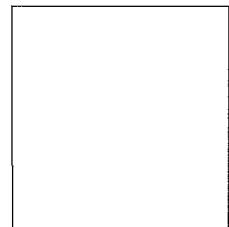
Other

Other

Right Thumbprint
of Signer



Right Thumbprint
of Signer



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

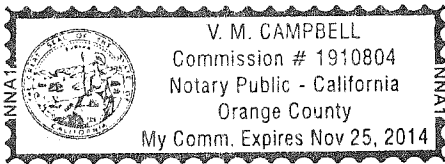
State of California

County of Orange

On NOV 25 2013 before me, V.M. Campbell, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

V.M. Campbell
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

NOV 25 2013

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company
Fidelity and Deposit Company of Maryland

SIGNER(S) OTHER THAN NAMED ABOVE

KNOW ALL MEN BY THESE PRESENTS: That we, SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company, located at 300 Interpace Parkway, Morris Corp, Building B/C, a corporation, incorporated under the laws of the State of MA/MD, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of TWO MILLION SIX HUNDRED NINETY-THREE THOUSAND FOUR HUNDRED SIXTY DOLLARS (\$2,693,460), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

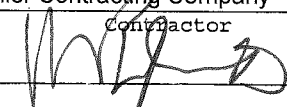
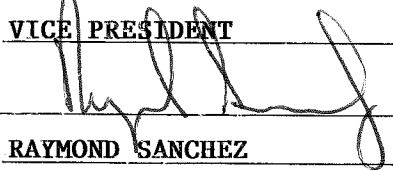
WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvements to the Runway 12-30 RSA at the Southeast End at the Long Beach Airport is required by law and by said City to give this bond in connection with the execution of said contract;


NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;


PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.


This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 25th day of November, 2013.

Sully-Miller Contracting Company
Contractor
By: 
Name: MICHAEL EDWARDS
Title: VICE PRESIDENT
By: 
Name: RAYMOND SANCHEZ
Title: ASSISTANT SECRETARY

Fidelity and Deposit Company of Maryland/Liberty Mutual
SURETY, admitted in California Insurance Company
By: 
Name: Erik Johansson
Title: Attorney-in-Fact
Telephone: 973-394-5133/513-792-1861

Approved as to form this 12th day of December, 2013.
CHARLES PARKIN, City Attorney
By: 
Deputy City Attorney

Approved as to sufficiency this 10 day of DEC, 2013.
By: 
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

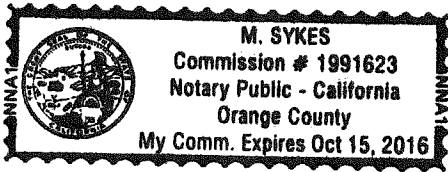


On December 3, 2013 before me, M. Sykes, personally appeared Michael Edwards and Raymond Sanchez

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

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

WITNESS my hand and official seal



Notary Seal

Signature

M. Sykes
M. Sykes, Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Payment Bond (Labor and Material Bond)

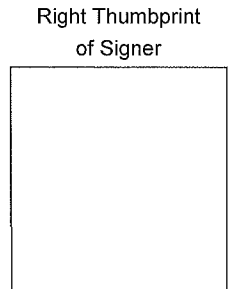
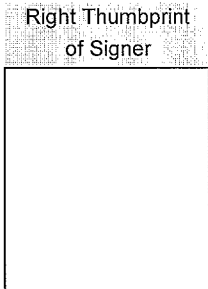
Document Date: November 25, 2013 Number of Pages: 1

Signer(s) Other Than Named Above: Erik Johansson, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s):

Signer's Name Michael Edwards Signer's Name Raymond Sanchez

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Vice President</u> | <input checked="" type="checkbox"/> Corporate Officer – Title(s) <u>Assistant Secretary</u> |
| <input type="checkbox"/> Partner – Limited/General | <input type="checkbox"/> Partner – Limited/General |
| <input type="checkbox"/> Attorney In Fact | <input type="checkbox"/> Attorney In Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other | <input type="checkbox"/> Other |



Signer is Representing: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

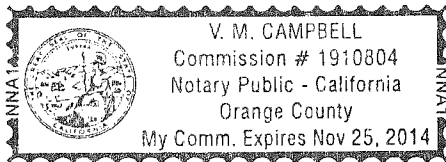
State of California

County of Orange

On NOV 25 2013 before me, V.M. Campbell, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

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

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



WITNESS my hand and official seal.

V.M. Campbell
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

NOV 25 2013

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Liberty Mutual Insurance Company
Fidelity and Deposit Company of Maryland

SIGNER(S) OTHER THAN NAMED ABOVE

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint VICTORIA M. CAMPBELL, KIM HEREDIA, ALL OF THE CITY OF IRVINE, STATE OF CALIFORNIA, ERIK JOHANSSON, CHRISTINA JOHNSON, LISA CLARK, SHIRLEY BAUMAN, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA.

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding ONE HUNDRED MILLION AND 00/100 DOLLARS (\$ 100,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 5th day of August 2011.



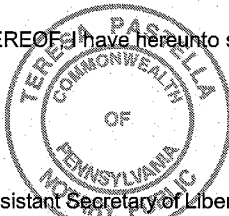
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 5th day of August, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 25th day of November, 2013.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of December, A.D. 2012.

ATTEST:

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



Gregory E. Murray

By: _____
*Assistant Secretary
Gregory E. Murray*

James M. Carroll

*Vice President
James M. Carroll*

State of Maryland
City of Baltimore

On this 18th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of November, 2013.



Thomas O. McClellan

Thomas O. McClellan, Vice President