

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

CONTRACT

34897

THIS CONTRACT is made and entered, in duplicate, as of February 21, 2018 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 February 20, 2018, by and between USS CAL. BUILDERS, INC., a California corporation ("Contractor"), whose address is 8051 Main Street, Stanton, California 90680, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Houghton Park Community Center in the City of Long Beach, California, dated December 21, 2017, 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 and Specifications No. R-7113;

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 and Specifications No. R-7113 for Houghton Park Community Center 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.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Houghton Park Community Center in the City

1 of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that
2 the total compensation to Contractor shall not exceed the maximum cumulative
3 amount of Four Million Nine Hundred Ninety-Seven Thousand Eight Hundred Thirty-
4 One Dollars (\$4,997,831) for the estimated quantities established in the Bid, subject
5 to additions or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7113 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. B-4733 for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto
19 or referenced herein including but not limited to insurance; Bond for Faithful
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
21 addenda or change orders issued in accordance with the Standard Specifications;
22 any permits required and issued for the work; approved final design drawings and
23 documents; the Information Sheet; and the Letter of Assent. These Contract
24 Documents are incorporated herein by the above reference and form a part of this
25 Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
27 if any conflict or inconsistency exists or develops among or between Contract
28 Documents, the following priority shall govern: 1) Permit(s) from other public

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

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written Notice to Proceed from City and shall complete all work within
10 two hundred forty (240) working days thereafter, subject to strikes, lockouts and events
11 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
12 damage if the work is not completed within the time stated, but those damages would be
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
14 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.
26 A. If the work is terminated pursuant to an order of any Federal or
27 State authority, Contractor shall accept as full and complete compensation under
28 this Contract such amount of money as will equal the product of multiplying the

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

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

13 13. NOTICES.

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

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

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

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor
2 and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
4 in tangible personal property that was subject to sales or use tax in the previous
5 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), in
8 City if Contractor will purchase over \$10,000 in tangible personal property subject
9 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 which
20 are subject to use tax of \$500,000 or more shall be allocated to the City of Long
21 Beach. Contractor shall require the same cooperation with City, with regards to
22 subsections B, C and D under this section (including forms and permits), from its
23 subcontractors and any other subcontractors who work directly or indirectly under
24 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 contact
28 the City Controller at (562) 570-6450 for assistance with the form.

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

4 21. AUDIT. City shall have the right at all reasonable times during
5 performance of the work under this Contract for a period of five (5) years after final
6 completion of the work to examine, audit, inspect, review, extract information from and
7 copy all books, records, accounts and other documents of Contractor relating to this
8 Contract.

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

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

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

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

1 Documents.

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

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

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

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

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

24 "During the performance of a Contract with the City of Long Beach, the
25 Contractor will provide equal benefits to employees with spouses and its
26 employees with domestic partners. Additional information about the City of
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of
28 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

15 30. PROJECT LABOR AGREEMENT. This Project is covered by a
16 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the
17 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory
18 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
19 worked. The local hire provision requires best efforts to utilize qualified workers residing
20 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
21 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
22 However, if Project work is funded in full or in part by State of California Tideland funds,
23 then the local hire provision requires best efforts to utilize qualified workers residing within
24 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the
25 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to
26 comply with the PLA.

27 31. DEFAULT. Default shall include but not be limited to Contractor's
28 failure to perform in accordance with the Plans and Specifications, failure to comply with

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

1 any Contract Document, failure to pay any penalties, fines or charges assessed against
2 Contractor by any public agency, failure to pay any charges or fees for services performed
3 by the City, and if Contractor has substituted any security in lieu of retention, then default
4 shall also include City's receipt of a stop notice. If default occurs and Contractor has
5 substituted any security in lieu of retention, then in addition to City's other legal remedies,
6 City shall have the right to draw on the security in accordance with Public Contract Code
7 Section 22300 and without further notice to Contractor. If default occurs and Contractor
8 has not substituted any security in lieu of retention, then City shall have all legal remedies
9 available to it.

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

12 USS CAL. BUILDERS, INC., a California
13 corporation

14 Feb. 26, 2018 By [Signature]
15 Name Allen Othman
16 Title CEO

17 Feb. 26, 2018 By [Signature]
18 Name Eric Othman
19 Title Secretary

20 "Contractor"

21 CITY OF LONG BEACH, a municipal
22 corporation

23 3/15, 2018 By [Signature]
24 City Manager

25 "City"

26 This Contract is approved as to form on 3/14, 2018.

27 CHARLES PARKIN, City Attorney
28 By [Signature]
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

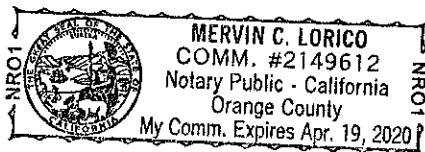
State of California)
County of ORANGE)

On FEB 26, 2018 before me, MERVIN C. LORICO, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared ALLEN OTHMAN AND ERIC OTHMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

Contractor's Bid

BIDDER'S NAME: USS CAL BUILDES, INC

**BID TO THE CITY OF LONG BEACH
HOUGHTON PARK COMMUNITY CENTER**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 21, 2017, 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-7113 at the prices listed below.

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.

The basis of comparison to determine the low bid is the base bid. Additive items will not be considered as part of the base bid. The City reserves the right, at its discretion, to proceed or not proceed with none, one or more than one additive bid items.

ITEM NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL (IN FIGURES)
1.	Division 1 - General Conditions & Requirements	LS	534,400
2.	Division 2 - Existing Conditions	LS	74,846
3.	Division 3 - Concrete	LS	272,580
4.	Division 4 - Masonry	LS	17,120
5.	Division 5 - Metals	LS	287,723
6.	Division 6 - Wood, Plastics and Composites	LS	294,208
7.	Division 7 - Thermal and Moisture Protection	LS	306,820
8.	Division 8 - Openings	LS	439,423
9.	Division 9 - Finishes	LS	276,943
10.	Division 10 - Specialties	LS	81,536
11.	Division 12 - Furnishings	LS	52,279
12.	Division 22 - Plumbing	LS	228,873
13.	Division 23 - Heating Ventilating and Air Conditioning	LS	151,298

ITEM NO.	ITEM DESCRIPTION	UNIT	ITEM TOTAL (IN FIGURES)
14.	Division 25 – Integrated Automation	LS	16,050
15.	Division 26 – Electrical	LS	593,850
16.	Division 31 – Earthwork	LS	90,174
17.	Division 32 – Exterior Improvements	LS	830,308
18.	Division 33 – Utilities	LS	449,400

TOTAL AMOUNT OF BASE BID

4,997,831

ADDITIVE BID 1

AB-1	Restroom Building Demolition Sheet: A0.23	LS	44,000
------	--	----	--------

ADDITIVE BID 2

AB-2	Parking Lot expansion and associated improvements, Sheets: A0.15, C-109, C-110	LS	785,000
------	--	----	---------

ADDITIVE BID 3

AB-3	Existing West Wing Demolition Sheet: A0.22	LS	155,000
------	---	----	---------

ADDITIVE BID 4

AB-4	Finish Floor Plan – Vinyl Tile Sheet: A1.23	LS	54,000
------	--	----	--------

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 Disadvantaged Business (DBE)? NO If yes, certification No. _____

Is the Bidder a Minority-Owned Business? NO Which racial minority? _____

Is the Bidder a Women-Owned Business? NO

Is the Bidder a certified Small Business? NO If yes, certification No. _____

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

DODGE

(Continued on Next Page)

Exhibit B

Workers Compensation Certificate

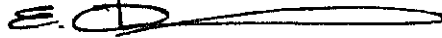
WORKERS' COMPENSATION CERTIFICATION

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:

USS CAL BUILDES, INC.

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



ERIC OTHMAN

Title: SECRETARY

Date: 01/04/2018

Exhibit C

Information to Comply with Labor Code Section 2810

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 0179521-02
 - B. Name of Insurer (**NOT** Broker): Zurich American Insurance Co.
 - C. Address of Insurer: 1400 American Ln, Schaumburg IL 60196
 - D. Telephone Number of Insurer: (847) 605-6000

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Please See Attachment
 - B. Automobile Liability Insurance Policy Number: BAP 0179520-02
 - C. Name of Insurer (**NOT** Broker): Zurich American Insurance co
 - D. Address of Insurer: 1400 American Ln, Schaumburg IL 60196
 - E. Telephone Number of Insurer: (847) 605-6000

- 3) Address of Property used to house workers on this Contract, if any: _____
Office Trailer - 6301 Myrtle Ave., Long Beach, CA 90805

- 4) Estimated total number of workers to be employed on this Contract: around 50

- 5) Estimated total wages to be paid those workers: aprox 1.2 Million

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

- _____
- (Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: _____
16

- 8) Taxpayer's Identification Number: 1000003215

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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>POST EARTHWORKS CONSTRUCTORS INC</u>	Type of Work	<u>DEMOLITION AND GRADING</u>
Address	<u>2967 E CORONADO STREET</u>		
City	<u>ANAHEIM, CA 92806</u>	Dollar Value of Subcontract	<u>\$ 154,223.20</u>
Phone No.	<u>(714) 632-5290</u>		
License No.	<u>777445</u>	DIR Registration No.	<u>1000004012</u>
Name	<u>NEW STAR INTERNATIONAL INC</u>	Type of Work	<u>CASEWORK</u>
Address	<u>807 E ORANGETHORPE</u>		
City	<u>ANAHEIM, CA 92801</u>	Dollar Value of Subcontract	<u>\$ 31,210.00</u>
Phone No.	<u>(714) 441-0070</u>		
License No.	<u>969575</u>	DIR Registration No.	<u>1000013503</u>
Name	<u>DANNY LETNER INC DBA LETNER ROOFING COMPANY</u>	Type of Work	<u>ROOFING, SHEET METAL & STANDING SEAM METAL ROOFING</u>
Address	<u>1490 N GLASSELL STREET</u>		
City	<u>ORANGE, CA 92867</u>	Dollar Value of Subcontract	<u>\$ 231,000.00</u>
Phone No.	<u>(714) 633-0030</u>		
License No.	<u>689961</u>	DIR Registration No.	<u>1000002763</u>
Name	<u>SOUTHWEST DOOR & FRAME INC</u>	Type of Work	<u>DOORS, FRAMES & HARDWARES</u>
Address	<u>6251 SCHAEFER AVE UNIT B</u>		
City	<u>CHINO, CA 91710</u>	Dollar Value of Subcontract	<u>\$ 67,425.00</u>
Phone No.	<u>(909) 465-6705</u>		
License No.	<u>866133</u>	DIR Registration No.	<u>1000004854</u>
Name	<u>ABDELLATIF ENTERPRISES INC</u>	Type of Work	<u>ROUGH CARPENTRY</u>
Address	<u>26071 MERIT CIRCLE STE 114</u>		
City	<u>LAGUNA HILLS, CA 92653</u>	Dollar Value of Subcontract	<u>\$ 189,000.00</u>
Phone No.	<u>(949) 215-4790</u>		
License No.	<u>662128</u>	DIR Registration No.	<u>1000001544</u>

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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>SAV-ON-SIGNS INC</u> <u>dba SAV-ON-COATINGS</u>	Type of Work	<u>SIGNAGES</u>
Address	<u>3929 E ANAHEIM STREET</u>		
City	<u>LONG BEACH, CA 90804</u>	Dollar Value of Subcontract	<u>\$ 45,519.82</u>
Phone No.	<u>(562) 961-3414</u>		
License No.	<u>741289</u>	DIR Registration No.	<u>1000002568</u>

Name	<u>PLATINUM AIR CONDITIONING INC</u>	Type of Work	<u>HVAC</u>
Address	<u>7341 FULTON AV #14</u>		
City	<u>NORTH HOLLYWOOD, CA 91605</u>	Dollar Value of Subcontract	<u>\$ 138,800.00</u>
Phone No.	<u>(818) 765-9950</u>		
License No.	<u>834968</u>	DIR Registration No.	<u>1000009966</u>

Name	<u>MARINA LANDSCAPE INC</u>	Type of Work	<u>LANDSCAPE & IRRIGATION</u>
Address	<u>3707 W GARDEN GROVE BLVD</u>		
City	<u>ORANGE, CA 92868</u>	Dollar Value of Subcontract	<u>\$ 202,415.00</u>
Phone No.	<u>(714) 939-6600</u>		
License No.	<u>492862</u>	DIR Registration No.	<u>1000000079</u>

Name	<u>GRANITEX CONSTRUCTION CO INC</u>	Type of Work	<u>SITE CONCRETE</u>
Address	<u>185 EAST PAULARINO SUITE D</u>		
City	<u>COSTA MESA, CA 92626</u>	Dollar Value of Subcontract	<u>\$ 374,951.00</u>
Phone No.	<u>(714) 424-0622</u>		
License No.	<u>624608</u>	DIR Registration No.	<u>1000003239</u>

Name	<u>RAINBOW GLAZING INC</u>	Type of Work	<u>GLAZING</u>
Address	<u>1510 KIMBERLY AVE</u>		
City	<u>FULLERTON, CA 92831</u>	Dollar Value of Subcontract	<u>\$ 199,500.00</u>
Phone No.	<u>(714) 680-3400</u>		
License No.	<u>863691</u>	DIR Registration No.	<u>1000004744</u>

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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>HARDY & HARPER INC</u>	Type of Work	<u>ASPHALT PAVING</u>
Address	<u>1312 E WARNER AVE</u>		
City	<u>SANTA ANA, CA 92705</u>	Dollar Value of Subcontract	<u>\$ 83,839.00</u>
Phone No.	<u>(714) 444-1851</u>		
License No.	<u>215952</u>	DIR Registration No.	<u>1000000076</u>
Name	<u>ROBINSON CONSTRUCTION</u>	Type of Work	<u>STRUCTURE POLYCARBONATE</u>
Address	<u>P O BOX 364</u>		<u>PANEL ASSEMBLIES</u>
City	<u>TRABUCO, CA 92678</u>	Dollar Value of Subcontract	<u>\$ 119,750.00</u>
Phone No.	<u>(949) 459-7223</u>		
License No.	<u>377972</u>	DIR Registration No.	<u>1000054884</u>
Name	<u>AFAKORI INC</u>	Type of Work	<u>STRUCTURAL & MISC STEEL</u>
Address	<u>dba AAF STEEL STRUCTURAL</u>		
City	<u>29390 HUNCO WAY BUILDING H</u>	Dollar Value of Subcontract	<u>\$ 216,900.00</u>
Phone No.	<u>LAKE ELSINORE, CA 92530</u>		
License No.	<u>(951) 245-1707</u>	DIR Registration No.	<u>1000001585</u>
	<u>858004</u>		
Name	<u>SHELL ELECTRIC INC</u>	Type of Work	<u>ELECTRICAL</u>
Address	<u>8905 GLENOAKS BLVD UNIT D</u>		
City	<u>SUN VALLEY, CA 91352</u>	Dollar Value of Subcontract	<u>\$ 555,000.00</u>
Phone No.	<u>(818) 504-8171</u>		
License No.	<u>978556</u>	DIR Registration No.	<u>1000001922</u>
Name	<u>APEX FIRE PROTECTION</u>	Type of Work	<u>FIRE SUPPRESSION</u>
Address	<u>2155 VERDUGO BLVD #220</u>		
City	<u>MONTROSE, CA 91020</u>	Dollar Value of Subcontract	<u>\$ 58,900.00</u>
Phone No.	<u>(818) 957-3400</u>		
License No.	<u>830028</u>	DIR Registration No.	<u>1000006088</u>

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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>PLATINUM CONSTRUCTION INC</u>	Type of Work	<u>FRAMING, DRYWALL & PLASTERING</u>
Address	<u>865 S EAST STREET</u>		
City	<u>ANAHEIM, CA 92805</u>	Dollar Value of Subcontract	<u>\$ 180,000.00</u>
Phone No.	<u>(714) 527-0700</u>		
License No.	<u>870864</u>	DIR Registration No.	<u>1000006755</u>
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____

Exhibit E

Letter of Assent



March 12, 2018

Letter of Assent

PLA Administrator
City of Long Beach
333 W. Ocean Blvd., 7th Floor
Long Beach CA 90802
Attention: Anne Takii

RE: Houghton Park Community Center – Project Labor Agreement

Dear PLA Administrator,

This is to confirm that USS CAL BUILDERS INC. agrees to be a party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective 5/22/2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Thank you,

USS CAL BUILDERS INC.

Eric Othman, Secretary

APPENDIX A

Application for Use Tax Direct Payment Permit

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.

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to USS CAL BUILDERS, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Houghton Park Community Center, as described in Specification No.: R-7113 and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and ARCH INSURANCE COMPANY, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Four Million Nine Hundred Ninety-Seven Thousand Eight Hundred Thirty-One Dollars (\$4,997,831) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 23RD day of FEBRUARY, 2018.

ARCH INSURANCE COMPANY
Surety Name
By: _____
Signature
Name: PHILIP E. VEGA
Printed Name
Title: ATTORNEY-in-FACT
Address: 534 E.BADILLO ST. COVINA, CA 91723
Telephone: 626-859-1000

PHILIP E. VEGA
Attorney-in-Fact
Signature

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

3/14, 2018
Approved as to form.

CHARLES PARKIN, City Attorney
By: _____
Deputy City Attorney

USS CAL. BUILDERS, INC., a California corporation
By: _____
Signature
Name: Allen Othman
Printed Name
Title: CEO

By: _____
Signature
Name: Eric Othman
Printed Name
Title: Secretary

_____, 2018
Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation
By: _____
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

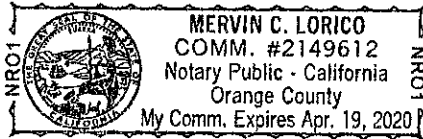
State of California)
County of ORANGE)

On FEB. 26, 2018 before me, MERVIN C. LORICO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared ALLEN OTHMAN AND ERIC OTHMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

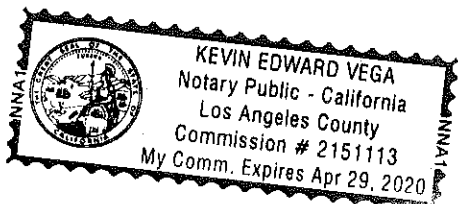
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On FEB 23 2018 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared PHILIP E. VEGA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Kevin Vega, Myrna Smith and Philip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

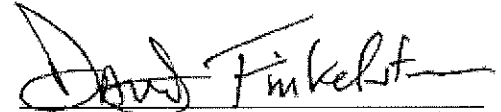
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of September, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

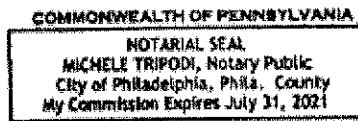


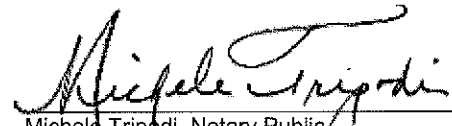

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

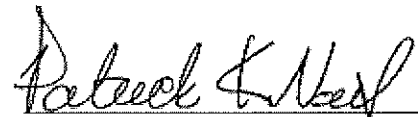



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 11, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of February, 2018.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Payment Bond
No. SU1148760

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to USS CAL. BUILDERS, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Houghton Park Community Center, as described in Specification No.: R-7113 and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and ARCH INSURANCE COMPANY admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Four Million Nine Hundred Ninety-Seven Thousand Eight Hundred Thirty-One Dollars (\$4,997,831) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.


If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.


The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 23RD day of FEBRUARY, 2018.


ARCH INSURANCE COMPANY

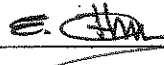
By: _____
Surety Name
Signature 
Name: PHILIP E. VEGA
Printed Name
Title: ATTORNEY-in-FACT

Address: 534 E. BADILLO ST. COVINA, CA 91723
Telephone: 626-859-1000

PHILIP E. VEGA
Attorney-in-Fact
Signature 

USS CAL. BUILDERS, INC., a California corporation

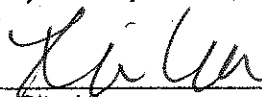
By: _____
Signature 
Name: Allen Othman
Printed Name
Title: CEO

By: _____
Signature 
Name: Eric Othman
Printed Name
Title: Secretary

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

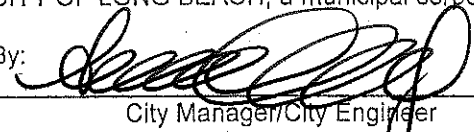
_____, 3/14, 2018

Approved as to form.

CHARLES PARKIN, City Attorney
By: _____
Deputy City Attorney 

_____, 2018

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation
By: _____
City Manager/City Engineer 

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

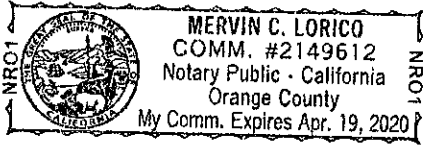
On FEB 26, 2018 before me, MERVIN C. LORICO, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ALLEN OTTMAN AND ERIC OTTMAN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: PAYMENT BOND
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

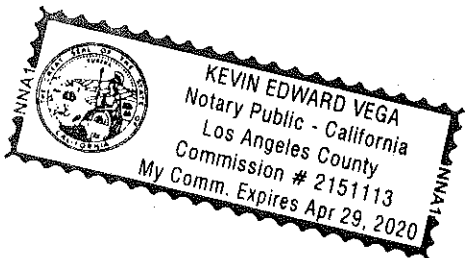
On FEB 23 2018 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PHILIP E. VEGA
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

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. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Britton Christansen, Kevin Vega, Myrna Smith and Phillip E. Vega of Covina, CA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process.


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

~~VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.~~

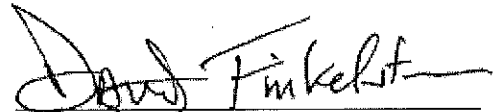
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 11th day of September, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

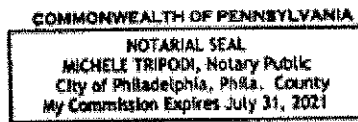


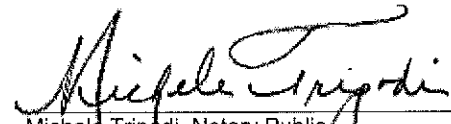

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 11, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 23rd day of February, 2018.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

**Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102**

