

CONTRACT

34698

1
2
3 THIS CONTRACT is made and entered, in duplicate, as of July 19, 2017 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on July 18, 2017, by and between ALDRIDGE
6 ELECTRIC, INC., a Delaware corporation ("Contractor"), whose address is 844 E.
7 Rockland Road, Libertyville, Illinois 60074, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a Notice Inviting Bids for Long Beach Blue Line
10 Signal Prioritization Project in the City of Long Beach, California, dated April 14, 2017, and
11 published by City, bids were received, publicly opened and declared on the date specified
12 in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract
15 with Contractor for the work described in Project Plans and Specifications No. R-7091;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in Project Plans and Specifications No. R-7091 for Long Beach Blue Line
21 Signal Prioritization Project in the City of Long Beach, California, said work to be performed
22 according to the Contract Documents identified below. However, this Contract is intended
23 to provide to City complete and finished work and, to that end, Contractor shall do
24 everything necessary to complete the work, whether or not specifically described in the
25 Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's Bid for Long Beach Blue Line Signal Prioritization

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Project in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of Two Million Seventy-Eight Thousand One Hundred Eighty-Seven Dollars (\$2,078,187) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

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-7091 (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 Drawing No. C-6183 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 City
4 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
5 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
6 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 within
9 ninety (90) working days thereafter, subject to strikes, lockouts and events beyond the
10 control of Contractor. Time is of the essence hereunder. City will suffer damage if the
11 work is not completed within the time stated, but those damages would be difficult or
12 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
13 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 waiver
16 of any provision of any Contract Document, of any power reserved to City, or of any right
17 to damages or indemnity hereunder. The waiver of any breach or any default hereunder
18 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 protect,
3 defend, indemnify and hold harmless City from and against any and all claims, demands,
4 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
5 damages to property, including property of City, which arises from or is connected with the
6 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 of
9 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 with
12 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 permitted
17 to work more than eight (8) hours unless that worker receives compensation in accordance
18 with Section 1815.

19 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
20 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
21 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
22 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
23 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 or
26 State authority, Contractor shall accept as full and complete compensation under
27 this Contract such amount of money as will equal the product of multiplying the
28 Contract price stated herein by the percentage of work completed by Contractor as

1 of the date of such termination, and for which Contractor has not been paid. If the
2 work is so terminated, the City Engineer, after consultation with Contractor, shall
3 determine the percentage of work completed and the determination of the City
4 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 City
8 may by resolution of the City Council suspend performance hereunder until the
9 cause of disability is removed, extend the time for performance, make changes in
10 the character of the work or materials, or terminate this Contract without liability to
11 either party.

12 13. NOTICES.

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

20 B. Except for stop notices and claims made under the Labor Code,
21 City will notify Contractor when City receives any third party claims relating to this
22 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 any
2 of the moneys that may become due Contractor hereunder may be assigned by Contractor
3 without the written consent of City first had and obtained, nor will City recognize any
4 subcontractor as such, and all persons engaged in the work of construction will be
5 considered as independent contractors or agents of Contractor and will be held directly
6 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 entitle
19 City to withhold the penalty prescribed by law from progress payments due to
20 Contractor.

21 B. Upon completion of the work, Contractor shall submit to the City
22 certified payroll records for Contractor and all subcontractors performing any portion
23 of the work under this Contract. Certified payroll records for Contractor and all
24 subcontractors shall be maintained during the course of the work and shall be kept
25 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 City
28 with regard to submission and retention of certified payroll records for Contractor

1 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 flood
6 or the negligence or willful misconduct of City, then Contractor shall immediately make the
7 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
8 the City whole or pay, then City may do so and the cost and expense of doing so shall be
9 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, Department
20 of Financial Management. Contractor acknowledges and agrees that City has no
21 obligation to pay Contractor until Contractor provides one of these numbers.

22 B. Contractor shall cooperate with City in all matters relating to
23 taxation and the collection of taxes, particularly with respect to the self-accrual of
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
25 materials, equipment, supplies, or other tangible personal property totaling over
26 \$100,000 shipped from outside California, a qualified Contractor shall complete and
27 submit to the appropriate governmental entity the form in Appendix "A" attached
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

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

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

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

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

28 20. ADVERTISING. Contractor shall not use the name of City, its officials

1 or employees in any advertising or solicitation for business, nor as a reference, without the
2 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

28 B. The failure of the Contractor to comply with the EBO will be

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

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

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

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

25 ///
26 ///
27 ///
28 ///

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

ALDRIDGE ELECTRIC, INC., a Delaware corporation

August 2, 2017

X By [Signature]
Name Stephen Rivi
Title CEO

_____, 2017

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

August 28, 2017

By [Signature]
City Manager
Tom Modica
Assistant City Manager
"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 8/14, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Aldridge Electric, Inc.

**BID TO THE CITY OF LONG BEACH
TRAFFIC SIGNAL EQUIPMENT, COMMUNICATION SYSTEMS, AND
CCTV CAMERA SYSTEMS FOR BLUE LINE SIGNAL PRIORITIZATION
PROJECT**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on May 17, 2017 at 11:00 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-7091 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Furnish and Install 144-Strand SMFO Cable	71,800	ft	\$2.90	\$208,220.00
2.	Furnish and Install #10 Green Trace Wire	52,470	ft	\$0.20	\$10,494.00
3.	Remove Existing SIC Cable from Existing Conduit	16,000	ft	\$0.60	\$9,600.00
4.	Furnish and Install 12-Port Fiber Patch Panel with F.O. Pigtails	66	ea	\$1,271.20	\$83,899.20
5.	Furnish and Install Ethernet Switch and Media (Serial to Ethernet) Converters. and Complete All Necessary Connections	64	ea	\$2,912.00	\$186,368.00
6.	Furnish and Install Splice Closure. Fusion Splice Drop Cable to Distribution Cable	60	ea	\$1,400.00	\$84,000.00
7.	Furnish and Install 12 Strand SMFO Drop Cable	5,455	ft	\$3.40	\$18,547.00
8.	Furnish and Install Vault Per Caltrans Standards	62	ea	\$6,186.30	\$383,550.60
9.	Furnish and Install #6 Pull-Box per Caltrans Standards	19	ea	\$1,227.80	\$23,328.20
10.	Furnish and Install #6E Pull-Box per Caltrans Standards	38	ea	\$1,737.20	\$66,013.60
11.	Remove Existing Pull Box	55	ea	\$76.60	\$4,213.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	Furnish and Install New Pull-Box Lid	7	ea	\$215.30	\$1507.10
13.	Furnish and Install Type 333L Communications Hub Cabinet on New Foundation	2	ea	\$8,263.40	\$16,526.80
14.	Furnish and Install Type 334 Communications Hub Cabinet on New Foundation	5	ea	\$7,999.50	\$39,997.50
15.	Furnish and Install New Service Wires Per Conductor Schedule (3#8)	198	ft	\$8.60	\$1,702.80
16.	Furnish and Install 144-Port FDU Complete with Fiber Jumpers	6	ea	\$7,592.00	\$47,712.00
17.	Furnish and Install New Aggregation Hub Switch. Compute Connections for Power	4	ea	\$8,831.20	\$35,324.80
18.	Install City Furnished 2070 Controller/Remove Existing Controller	12	ea	\$564.90	\$6,778.80
19.	Furnish and Install 2070 Controller. Remove Existing Controller	52	ea	\$5,147.50	\$267,670.00
20.	Furnish and Install D4 Software on controller/ Remove existing controller.	20	ea	\$2,054.20	\$41,084.00
21.	Furnish and Install New Circuit Breaker in Existing Service Cabinet (1-50A,120V)	2	ea	\$399.50	\$799.00
22.	Furnish and Install GPS Module to Controller	31	ea	\$1,791.10	\$55,524.10
23.	Furnish and Install New 3" Conduit in Sidewalk/ Pavement/Soil	6,260	ft	\$41.10	\$257,286.00
24.	Furnish and Install New 2" Conduit in Sidewalk/ Pavement/Soil	110	ft	\$65.60	\$7,216.00
25.	Furnish and Install New HD CCTV Camera	17	ea	\$6,832.00	\$116,144.00
26.	Furnish and Install CCTV Cable	1,675	ft	\$6.90	\$11,557.50
27.	Furnish and Install New Polara iNavigator INAV3 on Existing Pole. Complete All Necessary Connections	45	ea	\$1,579.00	\$71,055.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
28.	Furnish and Install Wardlow Rd./ Pacific Ave. Traffic Signal Modification	1	LS	\$15,613.60	\$15,613.60
29.	Furnish and Install Light Rail (LRT) Detector Loop	2	ea	\$3,227.20	\$6,454.40

TOTAL AMOUNT BID

Two million, seventy-eight thousand, one hundred eighty seven dollars and zero cents \$2,078,187.00

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? No Which racial minority? _____
 Is the Bidder a Women-Owned Business? No

(Continued on Next Page)

EXHIBIT B

Workers Compensation Certificate

WORKERS' COMPENSATION CERTIFICATION

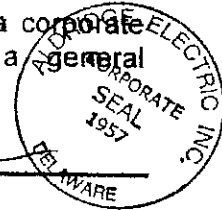
In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the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

Contractor's Name:

Aldridge Electric, Inc.

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

Gene Huebner



Title: Gene Huebner / Chief Financial Officer

Date: 05/17/2017

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: See attached sample certificate
 - B. Name of Insurer (NOT Broker): _____
 - C. Address of Insurer: _____
 - D. Telephone Number of Insurer: _____

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): N/A
 - B. Automobile Liability Insurance Policy Number: See attached sample certificate
 - C. Name of Insurer (NOT Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____

- 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: 8

- 5) Estimated total wages to be paid those workers: \$323,000.00

- 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: None

- 8) Taxpayer's Identification Number: [REDACTED]

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 subcontractor'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>DC Directional Drilling</u>	Type of Work	<u>Directional Drilling</u>
Address	<u>6955 Capistrano Way</u>		
City	<u>Riverside, CA 95240</u>	Dollar Value of Subcontract	<u>\$ 21,000.00</u>
Phone No.	<u>951-368-7789</u>		
License No.	<u>995044</u>	DIR Registration No.	<u>10000014902</u>

Name	<u>Crosstown Electrical and Data</u>	Type of Work	<u>Fiber / Communications</u>
Address	<u>5436 Diaz Street</u>		
City	<u>Baldwin Park, CA 91706</u>	Dollar Value of Subcontract	<u>\$ 501,687.00</u>
Phone No.	<u>626-813-6693</u>		
License No.	<u>756309</u>	DIR Registration No.	<u>1000000155</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.	_____

APPENDIX “A”



Becky Segovia <bsegovia@aldridgegroup.com>

CA Application For Use Tax Direct Payment Permit

1 message

Kathryn Kvitek <kkvitek@aldridgegroup.com>
To: Becky Segovia <bsegovia@aldridgegroup.com>
Cc: Steven Wallenfang <swallenfang@aldridgegroup.com>

Fri, Aug 4, 2017 at 12:47 PM

Becky,

Per our conversation, please disregard contract request for Application for Use Tax Direct Payment Certificate does not apply to Aldridge Electric. Please reference attached CA Business Tax Article 18 Regulation 1699.5(b)(4) We do not meet the criteria for application.

Aldridge Electric, Inc. currently files quarterly use tax returns.
CA Certificate of Registration - Use Tax
Account Number: OHA 101-555916

Please let me know if you require additional information.

Best regards,



Kathryn Kvitek - Sales & Use Tax Accountant
Office: 847-247-6393 Main: 847-680-5200
kkvitek@aldridgegroup.com



CA Article 18 Reg.1699.5 Direct Payment Permit Application Requirement.pdf
1755K

**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 stamped)	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.

WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
ALDRIDGE ELECTRIC, INC.
(In lieu of Annual Meeting)

Dated as of April 1, 2015

The undersigned, being the sole director of **ALDRIDGE ELECTRIC INC.**, an Illinois corporation, pursuant to Section 141(f) of the Delaware General Corporation Law, hereby adopts the following resolutions:


WHEREAS, from time to time during the preceding year, certain acts, doings and proceedings of the officers of this corporation may have been carried on, done or adopted without formal resolution and approval of the Board of Directors; and

WHEREAS, the Board of Directors, after first having been fully advised and acquainted with all such acts, doings and proceedings, desire at this time to approve formally such acts, doings and proceedings;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the resolutions, acts, doings and proceedings of the officers of this corporation carried out, performed or adopted within the scope of their respective authority and in conformity with all applicable local, state and federal laws, ordinances, rules and regulations, heretofore had or done, whether or not said acts, doings and performances heretofore were approved by the Board of Directors, are hereby approved, ratified and confirmed in all respects, and the same are hereby made and adopted as the acts, doings and deeds of this corporation.

FURTHER RESOLVED, that the following persons are hereby elected to the respective offices of the corporation set opposite their respective names, to serve until the next annual meeting of the Board of Directors or until their respective successors have been elected and qualified:

Chairman of the Board:	Kenneth W. Aldridge
Chief Executive Officer:	Stephen E. Rivi
Chief Financial Officer:	Gene Huebner
Chief Operating Officer:	Steve Aldridge
	Alex L. Aldridge
President:	Thomas G. McLinden
Executive Vice Presidents:	Frank Manna
	Brian Mazzei
	Tim Bradley
Vice Presidents:	Wayne Gearig
	Keith George
	Daniel Galovich
Treasurer	Tom Emma
Secretary:	Jennifer Medeiros


Kenneth W. Aldridge

being the sole director of this corporation.

**WRITTEN CONSENT
OF THE SOLE VOTING SHAREHOLDER OF
ALDRIDGE ELECTRIC, INC.
(In lieu of Annual Meeting)**

Dated as of April 1, 2015

The undersigned, being the sole voting shareholder of **ALDRIDGE ELECTRIC INC.**, a Delaware corporation, pursuant to Section 228 of the Delaware General Corporation Law, hereby adopts the following resolutions:

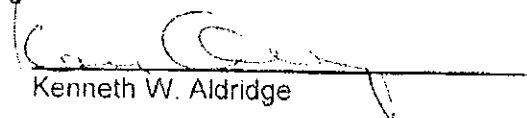
WHEREAS, from time to time during the preceding year, certain acts, doings and proceedings of the Board of Directors and officers of this corporation may have been carried on, done or adopted without formal resolution and approval of the Shareholders or without formal action by the Board of Directors; and

WHEREAS, the Shareholders, after first having been fully advised and acquainted with all such acts, doings and proceedings, desire at this time to approve such acts, doings and proceedings;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the resolutions, acts, doings and proceedings of the Board of Directors and officers of this corporation carried out, performed or adopted within the scope of their respective authority and in conformity with all applicable local, state and federal laws, ordinances, rules and regulations, done or adopted at any meeting of said Board of Directors prior to the date hereof and each and all of the acts, doings and performances, whether or not said acts, doings and performances heretofore were approved by the Board of Directors, are hereby approved, ratified and confirmed in all respects, and are hereby made and adopted as the acts, doings and deeds of this corporation.

FURTHER RESOLVED, that the following persons are hereby elected to the office of director of this corporation, to serve until the next annual meeting of Shareholders, or until their respective successors have been elected and qualified:

Kenneth W. Aldridge


Kenneth W. Aldridge

being the sole voting shareholder of this corporation.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ALDRIDGE ELECTRIC, INC., a Delaware corporation, as PRINCIPAL, and Continental Casualty Company, located at 333 S. Wabash Ave., Chicago, IL 60604, a corporation, incorporated under the laws of the State of Illinois, 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 SEVENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$2,078,187), 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 Long Beach Blue Line Signal Prioritization Project 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 28th day of July, 2017.

ALDRIDGE ELECTRIC, INC., a Delaware corporation

X By: [Signature]
Name: Stephen Rin
Title: CEO

Continental Casualty Company
SURETY, admitted in California,
By: [Signature]
Name: Kimberly R. Holmes
Title: Attorney-in-Fact
Telephone: 630-245-4600

By: _____
Name: _____
Title: _____

Approved as to form this 14th day of August, 2017.

Approved as to sufficiency this 14th day of August, 2017.
By: [Signature]
City Manager/City Engineer

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

- 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.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ALDRIDGE ELECTRIC, INC., a Delaware corporation, as PRINCIPAL, and Continental Casualty Company, located at 333 S. Wabash Ave., Chicago, IL 60604, a corporation, incorporated under the laws of the State of Illinois, 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 SEVENTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS (\$2,078,187), 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 Long Beach Blue Line Signal Prioritization Project 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 28th day of July, 2017.

ALDRIDGE ELECTRIC, INC., a Delaware corporation

X By: [Signature]
Name: Stephen Rini
Title: CEO

By: _____
Name: _____
Title: _____

Approved as to form this 14th day of August, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Continental Casualty Company

SURETY, admitted in California

By: [Signature]
Name: Kimberly R. Holmes
Title: Attorney-in-Fact

Telephone: 630-245-4600

Approved as to sufficiency this 14th day of August, 2017.

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.

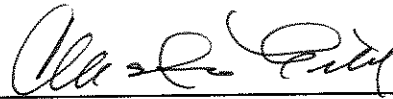
ss

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, Christine Eitel Notary Public of DuPage County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Continental Casualty Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Continental Casualty Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 28th day of July A.D., 2017.



(Notary Public) Christine Eitel

My Commission expires: 05/26/2020

Notary Seal:



CORPORATE ACKNOWLEDGEMENT

State of ILLINOIS ss.

County of LAKE

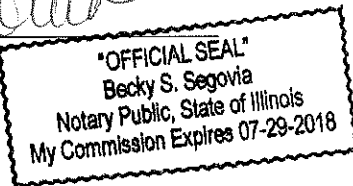
On this 28TH day of July, 20 17 before me, a
Notary Public in and for said County, personally appeared Stephen Rivi
personally known to me who being by me sworn did state that (s)he is

CEO of Aldridge Electric, Inc. that the seal
affixed to the foregoing instrument is the corporate seal of said corporation, that the
instrument was signed, sealed and executed on behalf of said corporation by authority of
its Board of Directors, and further acknowledged that the said instrument and the
execution thereof to be the voluntary act and deed of said corporation, by him voluntarily
executed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my
official seal at City of Libertyville the day and year above.



Notary Public



My Commission expires
July 29, 20 18

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William P Weible, Harriet R Reilly, William Cahill, Kimberly Sawicki, Karen A Ryan, Kimberly R Holmes, Deborah A Campbell, Leigh Ann Francis, Ann Marie Waters, Christine Eitel, Richard A Freebourn Jr, Individually

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

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of May, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of May, 2017, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of July, 2017.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”