

CONTRACT

34534

THIS CONTRACT is made and entered, in duplicate, as of February 8, 2017 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 7, 2017, by and between LOS ANGELES ENGINEERING, INC., a California corporation ("Contractor"), whose address is 633 N. Barranca Avenue, Covina, California 91723, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Seaside Park Artificial Turf Soccer Field in the City of Long Beach, California, dated September 23, 2016, 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-7022;

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-7022 for Seaside Park Artificial Turf Soccer Field 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 Seaside Park Artificial Turf Soccer Field in the

1 City of Long Beach, California, attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,
7 Project Specifications No. R-7022 (which may include by reference the Standard
8 Specifications for Public Works Construction, latest edition, and any supplements
9 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
10 Plans; Project Drawing No. B-4645 for this work; the California Code of Regulations;
11 the various Uniform Codes applicable to trades; the prevailing wage rates;
12 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
13 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
14 Citywide Project Labor Agreement; this Contract and all documents attached hereto
15 or referenced herein including but not limited to insurance; Bond for Faithful
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications;
18 any permits required and issued for the work; approved final design drawings and
19 documents; the Information Sheet; and the Letter of Assent. These Contract
20 Documents are incorporated herein by the above reference and form a part of this
21 Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Permit(s) from other public
25 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
26 hereto); 4) Addenda (which shall include written clarifications, corrections and
27 changes to the bid documents and other types of written notices issued prior to bid
28 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City

1 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
2 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
3 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written Notice to Proceed from City and shall complete all work within
6 eighty (80) working days thereafter, subject to strikes, lockouts and events beyond the
7 control of Contractor. Time is of the essence hereunder. City will suffer damage if the
8 work is not completed within the time stated, but those damages would be difficult or
9 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
10 amount stated in the Contract Documents.

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

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

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

25 8. CLAIMS. Contractor shall, upon completion of the work, deliver
26 possession thereof to City ready for use and free and discharged from all claims for labor
27 and materials in doing the work and shall assume and be responsible for, and shall protect,
28 defend, indemnify and hold harmless City from and against any and all claims, demands,

1 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
2 damages to property, including property of City, which arises from or is connected with the
3 performance of the work.

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

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

10 10. WORK DAY. Contractor shall comply with Sections 1810 through
11 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
12 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
13 Contractor or any subcontractor for each calendar day such worker is required or permitted
14 to work more than eight (8) hours unless that worker receives compensation in accordance
15 with Section 1815.

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

22 A. If the work is terminated pursuant to an order of any Federal or
23 State authority, Contractor shall accept as full and complete compensation under
24 this Contract such amount of money as will equal the product of multiplying the
25 Contract price stated herein by the percentage of work completed by Contractor as
26 of the date of such termination, and for which Contractor has not been paid. If the
27 work is so terminated, the City Engineer, after consultation with Contractor, shall
28 determine the percentage of work completed and the determination of the City

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

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Engineer shall be final.

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

13. NOTICES.

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

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

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

15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned by Contractor without the written consent of City first had and obtained, nor will City recognize any

1 subcontractor as such, and all persons engaged in the work of construction will be
2 considered as independent contractors or agents of Contractor and will be held directly
3 responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

1 and custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
3 or the negligence or willful misconduct of City, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be
6 deducted from the amount due Contractor from City hereunder.

7 18. CONTINUATION. Termination or expiration of this Contract shall not
8 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
9 prior to termination or expiration of this Contract.

10 19. TAXES AND TAX REPORTING.

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

19 B. Contractor shall cooperate with City in all matters relating to
20 taxation and the collection of taxes, particularly with respect to the self-accrual of
21 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
22 materials, equipment, supplies, or other tangible personal property totaling over
23 \$100,000 shipped from outside California, a qualified Contractor shall complete and
24 submit to the appropriate governmental entity the form in Appendix "A" attached
25 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
26 more, Contractor shall obtain a sub-permit from the California Board of Equalization
27 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
28 in tangible personal property that was subject to sales or use tax in the previous

1 calendar year.

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

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

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

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

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

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

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

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

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

27 26. GOVERNING LAW. This Contract shall be governed by and
28 construed pursuant to the laws of the State of California (except those provisions of

1 California law pertaining to conflicts of laws).

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

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

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

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

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

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

28 C. If the Contractor fails to comply with the EBO, the City may

1 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to
2 become due under the Contract may be retained by the City. The City may also
3 pursue any and all other remedies at law or in equity for any breach.

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

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

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

24 31. DEFAULT. Default shall include but not be limited to Contractor's
25 failure to perform in accordance with the Plans and Specifications, failure to comply with
26 any Contract Document, failure to pay any penalties, fines or charges assessed against
27 Contractor by any public agency, failure to pay any charges or fees for services performed
28 by the City, and if Contractor has substituted any security in lieu of retention, then default

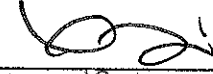
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 shall also include City's receipt of a stop notice. If default occurs and Contractor has
2 substituted any security in lieu of retention, then in addition to City's other legal remedies,
3 City shall have the right to draw on the security in accordance with Public Contract Code
4 Section 22300 and without further notice to Contractor. If default occurs and Contractor
5 has not substituted any security in lieu of retention, then City shall have all legal remedies
6 available to it.


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

9 LOS ANGELES ENGINEERING, INC., a
10 California corporation

11 _____, 2017

By 
12 Name Anais O'Brien
13 Title President

14 _____, 2017

By 
15 Name Aaron O'Brien
16 Title Secretary

17 "Contractor"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 Feb. 28, 2017

By 
21 City Manager
22 Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

23 "City"

24 This Contract is approved as to form on 2/16, 2017.

25 CHARLES PARKIN, City Attorney

26 By 
27 Deputy

ACKNOWLEDGMENT

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

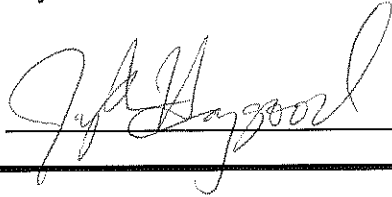
On 02/10/2017 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien and Aaron O'Brien
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



(Seal)

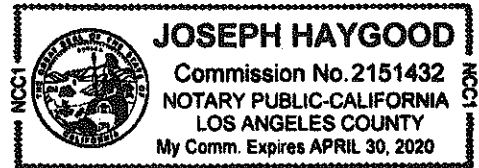


EXHIBIT A

R-7022 Admiral Kidd Artificial Turf Field Project
Awarded: Whole Bid

BIDDER'S NAME: Los Angeles Engineering, Inc.

**BID TO THE CITY OF LONG BEACH
SEASIDE PARK ARTIFICIAL TURF SOCCER FIELD**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on October 19, 2016, 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-7022 at the prices listed below. Bidding on all items, including Additive Bid Items and Alternate Bid Items, is mandatory.

The basis for comparison of bids shall be the sum of Base Bid + Additive A

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

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Surveying and Staking	1	LS	25000 - \$	25000 - \$
2.	Clearing and Grubbing	30,700	SF	3.90	119730 -
3.	Earthwork	674	CY	75 -	50550 -
4.	Erosion Control / NPDES Compliance	30,700	SF	1 -	30700 -
5.	Export Cut (Approximate)	667	CY	77 -	51359 -
6.	Construct Concrete Walkway	980	SF	8 -	7840 -
7.	Construct 8" HDPE Pipe	4	LF	500 -	2000 -
8.	Connect to Existing Catch Basin	1	LS	3000 -	3000 -
9.	Construct 4" PVC (SDR35), Bedding	26	LF	75 -	1950 -
10.	Construct Subdrain	170	LF	40 -	6800 -
11.	Construct 12"x12" Catch Basin	1	EA	2000 -	2000 -
12.	Construct Storm Drain Cleanout	1	EA	2000 -	2000 -
13.	Construct Cork and Sand Infill Synthetic Turf with Drainage System	1	LS	180000 -	180000 -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14.	Construct 12" wide Concrete Edge Restraint at Synthetic Turf Field	465	LF	32-	14880-
15.	Fabricate and Install 4' Ht. Tubular Steel Fencing on Wall	1	LS	13000-	13000-
16.	Fabricate and Install 6' Ht. Tubular Steel Fencing	1	LS	21000-	21000-
17.	Fabricate and Install 6' Ht. Double Gate	1	LS	6100-	6100-
18.	Fabricate and Install 6' Ht. Single Gate	1	LS	4800-	4800-
19.	Install Electrical Service for Future Sports Field Lighting	1	LS	12000-	12000-
20.	Install Electrical for Soccer Field Watering System	1	LS	5000- 5000- (400)	5000- 5000- (400)
21.	Furnish and Install Soccer Goals, Movable	2	EA	6000-	12000-
22.	Furnish and Install In-ground Soccer Corner Flags	4	EA	500-	2000-
23.	Install Irrigation outside Synthetic Soccer Field	9,564	SF	2-	19128-
24.	Furnish and Install Synthetic Soccer Field Watering System with 3-Phase Pump	1	LS	50000-	50000-
25.	Install Soil Preparation / Fine Grading outside Synthetic Soccer Field	9,564	SF	1-	9564-
26.	Furnish & Install Turf Sod	9,564	SF	1.25	11955-
27.	Furnish and Install Wood Mulch	703	SF	1-	703-
28.	Furnish and Install Bike Rack	1	LS	4000-	4000-
29.	Provide 90-Day Maintenance	9,564	SF	1-	9564-
30.	Provide synthetic field maintenance for 8 years	1	LS	60000-	60000-

SUBTOTAL ITEMS 1-30:

738623-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
31.	Mobilization/Demobilization (not to exceed 5% of sum of Items 1-30)	1	LS	34000-	34000-

TOTAL BASE BID (ITEMS 1-30 + ITEM 31)

772623-

ADDITIVE BID ITEM

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
AB-1	Refurbishing of Existing Fence and Guardrail at Outside Perimeter of the Synthetic Turf Soccer Field per Section 00 00 00 Additive Bid Item 1A Description for Fence Two-Component Coating System	1	LS	500-	500-

TOTAL BID: BASE BID + ADDITIVE BID

773123-

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

Is the Bidder a Disadvantaged Business Enterprise (DBE)? No If Yes, Cert# _____

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

PlanetBids e-mail notifications

(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:

Los Angeles Engineering, Inc.

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


Aaron O'Brien

Title: Secretary

Date: 10/19/2016

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: A1CW37191605
 - B. Name of Insurer (NOT Broker): Old Republic General Insurance Company
 - C. Address of Insurer: 307 N. Michigan Ave, Chicago, IL 60601
 - D. Telephone Number of Insurer: 312-346-8100

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See Attached
 - B. Automobile Liability Insurance Policy Number: A1CA37191605
 - C. Name of Insurer (NOT Broker): Old Republic General Insurance Company
 - D. Address of Insurer: 307 N. Michigan Ave, Chicago, IL 60601
 - E. Telephone Number of Insurer: 312-346-8100

- 3) Address of Property used to house workers on this Contract, if any: _____
None

- 4) Estimated total number of workers to be employed on this Contract: 10

- 5) Estimated total wages to be paid those workers: \$200,000

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

- 7) Estimated total number of independent contractors to be used on this Contract: _____
(Describe schedule: For example, weekly or every other week or monthly)
5

- 8) Taxpayer's Identification Number: ██████████

EXHIBIT D

List of Subcontractors

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, 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 Fieldturf Type of Work Synthetic Turf
 Address 7445 Cote de Lisse Rd Ste 200
 City Montreal Canada Dollar Value of Subcontract \$ 173,838.73 **AOB**
 Phone No. 1800 724 2569
 License No. 849 044 170000-

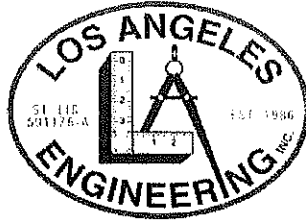
~~Name Hanson Company Corp. Type of Work Electrical
 Address 27815 Country Lane Rd
 City Laguna Niguel Dollar Value of Subcontract \$
 Phone No. 949 425 0909
 License No. 949 794 **AOB**~~

Name Ace Fence Co. Type of Work Fence
 Address 727 Glendora Ave
 City La Puente Dollar Value of Subcontract \$ 40000-
 Phone No. 626 333 0727
 License No. 996 577

Name VT Electric Type of Work Electrical
 Address 10825 Vernon Ave
 City Ontario Dollar Value of Subcontract \$ 13350-
 Phone No. 909 985 1755
 License No. 763 236

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

EXHIBIT "E"



General Engineering Contractor

*Project Labor Agreement Administrator
City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802*

Re: Project Labor Agreement - Letter of Assent

Dear Sir or Madam;

This is to confirm that Los Angeles Engineering, Inc. agrees to be party to and bound by the City of Long Beach Project Labor Agreement #33859 effective May 22, 2015, as such any 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 this Company shall require 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.

Sincerely,

Aaron O'Brien

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, LOS ANGELES ENGINEERING, INC., a California corporation, as PRINCIPAL, and Liberty Mutual, located at 790 The City Drive South, Orange, CA 92868, a corporation, incorporated under the laws of the State of Massachusetts, 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 SEVEN HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$773,123), 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 Seaside Park Artificial Turf Soccer Field 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 9th day of February, 2017.

LOS ANGELES ENGINEERING, INC.,
a California corporation

By: [Signature]
Name: Angus O'Brien
Title: President

By: [Signature]
Name: Aaron O'Brien
Title: Secretary

Approved as to form this 16th day
of February, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Liberty Mutual Insurance Company

SURETY, admitted in California
By: [Signature]
Name: Maria Pena
Title: Attorney-in-Fact
Telephone: 213-443-2476

Approved as to sufficiency this 23rd day
of February, 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.

* Insurance Company

ACKNOWLEDGMENT

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)

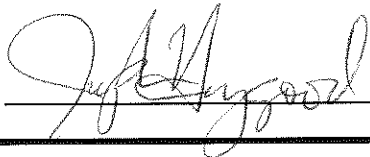
On 02/10/2017 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien and Aaron O'Brien,
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



(Seal)



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)
) ss
County of Los Angeles)

On FEB 9 - 2017, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: 
Patricia Arana, Notary Public

KNOW ALL MEN BY THESE PRESENTS: That we, LOS ANGELES ENGINEERING, INC., a California corporation, as PRINCIPAL, and Liberty Mutual Insurance Company, located at 790 The City Drive South, Orange, CA 92668, a corporation, incorporated under the laws of the State of Massachusetts, 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 SEVEN HUNDRED SEVENTY-THREE THOUSAND ONE HUNDRED TWENTY-THREE DOLLARS (\$773,123), 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 Seaside Park Artificial Turf Soccer Field 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 9th day of February, 2017.

LOS ANGELES ENGINEERING, INC.,
a California corporation

By: [Signature]
Name: Angus O'Brien
Title: President
By: [Signature]
Name: Aaron O'Brien
Title: Secretary

Liberty Mutual Insurance Company

SURETY, admitted in California
By: [Signature]
Name: Maria Pena
Title: Attorney-in-Fact
Telephone: _____

Approved as to form this _____ day
of _____, 2017.

CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

Approved as to sufficiency this 23rd day
of February, 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.

ACKNOWLEDGMENT

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)

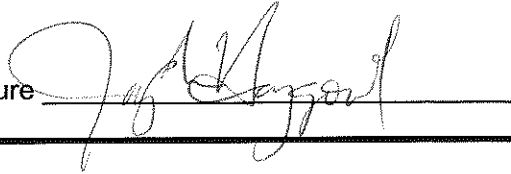
On 02/10/2017 before me, Joseph Haygood, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien and Aaron O'Brien,
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.

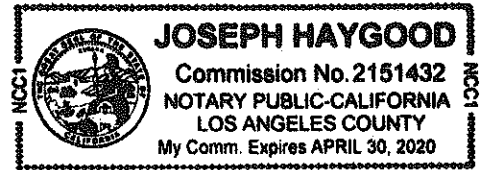
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



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)
) ss
County of Los Angeles)


On FEB 9 - 2017, before me, Patricia Arana, Notary Public, personally appeared Maria Pena, 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.



(Seal)

Signature: 
Patricia Arana, Notary Public

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

Certificate No. 7541970

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura; E. S. Albrecht, Jr.; Jeffrey Strassner; Jessica L. Rosser; Lisa L. Thornton; Maria Pena; Natalie K. Trofimoff; Noemi Quiroz; Patricia S. Arana; Tim M. Tomko

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2016.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of November, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, 20____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

FEB 9 - 2017

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

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