

1 Long Beach Airport in the City of Long Beach, California,” attached hereto as Exhibit
2 “A”.

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. R-7051 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the “Standard Specifications”); the City of Long Beach Standard
11 Plans; Project Drawing No. B-4546 for this work; the California Code of Regulations;
12 the various Uniform Codes applicable to trades; the prevailing wage rates;
13 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
15 Citywide Project Labor Agreement; this Contract and all documents attached hereto
16 or referenced herein including but not limited to insurance; Bond for Faithful
17 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
18 addenda or change orders issued in accordance with the Standard Specifications;
19 any permits required and issued for the work; approved final design drawings and
20 documents; the Information Sheet; and the Letter of Assent. These Contract
21 Documents are incorporated herein by the above reference and form a part of this
22 Contract.

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

1 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
2 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
3 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
4 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in a written "Notice to Proceed" from City and shall complete all work within
7 two hundred forty-five (245) working days thereafter, subject to strikes, lockouts and events
8 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
9 damage if the work is not completed within the time stated, but those damages would be
10 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
11 damages, the amount stated in the Contract Documents.

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

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

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

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

1 defend, indemnify and hold harmless City from and against any and all claims, demands,
2 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
3 damages to property, including property of City, which arises from or is connected with the
4 performance of the work.

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determine the percentage of work completed and the determination of the City
2 Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
28 of the moneys that may become due Contractor hereunder may be assigned by Contractor

1 without the written consent of City first had and obtained, nor will City recognize any
2 subcontractor as such, and all persons engaged in the work of construction will be
3 considered as independent contractors or agents of Contractor and will be held directly
4 responsible to Contractor.

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

11 19. TAXES AND TAX REPORTING.

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

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

1 in tangible personal property that was subject to sales or use tax in the previous
2 calendar year.

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

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

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

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

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
Long 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 R. J. DAUM CONSTRUCTION COMPANY,
10 a Nevada corporation
11 8-30, 2016 By Harold I. Perong
12 Name Harold I. Perong
13 Title President

14 8-30, 2016 By Christina M. Perong
15 Name Christina M. Perong
16 Title Secretary

"Contractor"

17 CITY OF LONG BEACH, a municipal
18 corporation
19 Sept. 27, 2016 By [Signature] EXECUTED PURSUANT
20 TO SECTION 301 OF
21 THE CITY CHARTER.
22 City Manager
23 Assistant City Manager

"City"

This Contract is approved as to form on 9/21, 2016.

24 CHARLES PARKIN, City Attorney
25 By [Signature]
26 Deputy

EXHIBIT “A”

Contractor’s Bid

(Base Bid and Additive Alternative A Only)

BIDDER'S NAME: R. J. Daum Construction Company

**BID TO THE CITY OF LONG BEACH
IMPROVEMENTS TO THE GARAGE (LOT A)
AT THE LONG BEACH AIRPORT**

In accordance with the Notice Inviting Bids ^{for this} Work in the City of Long Beach, California, to be opened on April 20, 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-7051 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.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	General Requirements	1	LS		458,575
2	Existing Conditions	1	LS		82,150
3	Concrete	1	LS		182,000
4	Metals	1	LS		545,900
5	Wood, Plastics & Composites	1	LS		3,500
6	Thermal Moisture Protection	1	LS		31,385
7	Openings	1	LS		145,200
8	Finishes	1	LS		277,205
9	Specialties	1	LS		23,000
10	Equipment	1	LS		0
11	Conveying Equipment	1	LS		403,992
12	Plumbing	1	LS		25,400
13	HVAC	1	LS		59,850
14	Electrical	1	LS		370,900

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	Communications	1	LS		5,000
16	Electronic Safety & Security	1	LS		7,000
17	Earthwork	1	LS		15,000
18	Exterior Improvements	1	LS		168,853
19	Utilities	1	LS		0
20	LED Improvements Allowance	1	ALLOW	200,000	200,000
21	3-year Elevator Maintenance Program	1	LS		0
22	Overhead & Profit	1	LS		312,302

Subtotal Base Bid (Items 1-22):

\$ 3,383,332

ADDITIVE ALTERNATE A

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
23	General Requirements	1	LS		145,700
24	Existing Conditions	1	LS		29,845 ⁰²
25	Concrete	1	LS		14,000
26	Metals	1	LS		780
27	Equipment	1	LS		21,488
28	Electrical	1	LS		85,700
29	Electronic Safety & Security	1	LS		0
30	Earthwork	1	LS		15,000
31	Exterior Improvements	1	LS		111,500
32	Utilities	1	LS		71,700
33	Overhead & Profit	1	LS		53,934

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
----------	------------------	--------------------	------	-------------------------	-------------------------

Subtotal Additive Alternate A (Items 23 – 33)

\$ 549,647

ADDITIVE ALTERNATE B

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
34	General Requirements	1	LS		144,100
35	Existing Conditions	1	LS		51,685
36	Concrete	1	LS		20,370
37	Finishes	1	LS		3,500
38	Equipment	1	LS		39,905
39	Electrical	1	LS		33,900
40	Earthwork	1	LS		15,000
41	Exterior Improvements	1	LS		171,901
42	Utilities	1	LS		13,900
43	Overhead & Profit	1	LS		53,782

Subtotal Additive Alternate B (Items 34 – 43)

\$ 548,103

ADDITIVE ALTERNATE C

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
44	General Requirements	1	LS		110,000
45	Existing Conditions	1	LS		64,030
46	Concrete	1	LS		45,000
47	Metals	1	LS		200,000
48	Finishes	1	LS		13,930
49	Specialties	1	LS		0
50	Fire Suppression	1	LS		22,220

51	Electrical	1	LS		65,700
52	Communications	1	LS		*
53	Electronic Safety & Security	1	LS		*
54	Earthwork	1	LS		5,000
55	Exterior Improvements	1	LS		18,123
56	Utilities	1	LS		*
57	Overhead & Profit	1	LS		59,318

Subtotal Additive Alternate C (Items 44 – 57)

\$ 604,521

BASE BID	3,383,332
ADDITIVE ALTERNATE A	549,647
ADDITIVE ALTERNATE B	548,103
ADDITIVE ALTERNATE C	604,521
TOTAL (BASE BID + ALL ALTERNATES)	\$ 5,085,602.32

The Basis for selection of the lowest bid is the sum of the Base Bid plus all Alternates.

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 Small Business Enterprise? No If Yes, Cert No. _____

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

(Continued on Next Page)

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

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

KOP KOP KOP
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,

Harold I. Perong
Signature**

R. J. Daum Construction Company
Legal Name of Company

Harold I. Perong / President

Print Name / Title

N/A

Names of Other General Partners

N/A

Names of Other Partners

Nevada

State of Incorporation

N/A

N/A

State Where Registered as LLC

City of Long Beach Business License Number

11581 Monarch Street, Garden Grove, CA 92841

N/A

Business Address (Actual Address -Not A Post Office Box)

City of Long Beach Business License Expiration Date

(714) 894-4300 / (714) 894-4449

N/A

Telephone Number / Fax Number

Address on City Business License

bids@rjdaum.com

Email Address

127760

1000003745

Contractor's License Number

DIR Registration Number

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

EXHIBIT "B"

Worker's Compensation Certification

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:

R. J. Daum Construction Company

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

Harold J. Peranz

Title: President

Date: 4/27/2016

EXHIBIT “C”

Information to Comply with Labor Code

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: 067712732
 - B. Name of Insurer (NOT Broker): New Hampshire Insurance Co.
 - C. Address of Insurer: 70 Pine Street, New York, NY 10270-0002
 - D. Telephone Number of Insurer: (212) 771-7000

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1FTX2A61EEA73168
 - B. Automobile Liability Insurance Policy Number: BAA(16)56013957
 - C. Name of Insurer (NOT Broker): American Fire and Casualty Co.
 - D. Address of Insurer: 175 Berkeley Street, Boston, MA 02116
 - E. Telephone Number of Insurer: (513) 603-2400

- 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: 25

- 5) Estimated total wages to be paid those workers: \$1,509,200

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

(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: 38

- 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	<u>DIVERSIFIED CONTRACTORS</u>	Type of Work	<u>DEMOLITION</u>
Address	<u>1304 ALLEC ST.</u>		
City	<u>ANAHEIM, CA 92805</u>	Dollar Value of Subcontract	<u>\$ 211,710</u>
Phone No.	<u>(714) 581-6011</u>		
License No.	<u>684367</u>		
Name	<u>SUTTLES PLUMBING</u>	Type of Work	<u>SITE UTILITIES</u>
Address	<u>21541 NORDHOFF ST., UNIT C</u>		
City	<u>CHATSWORTH, CA 91311</u>	Dollar Value of Subcontract	<u>\$ 85,600</u>
Phone No.	<u>(818) 718-9779</u>		
License No.	<u>268688</u>		
Name	<u>MIKE ZARP, INC.</u>	Type of Work	<u>EARTHMOVING</u>
Address	<u>109 N. MAPLE ST.</u>		
City	<u>CORONA, CA</u>	Dollar Value of Subcontract	<u>\$ 50,000</u>
Phone No.	<u>(909) 946-7017</u>		
License No.	<u>677137</u>		
Name	<u>WESTERN PAVING</u>	Type of Work	<u>ASPHALT PAVING</u>
Address	<u>15533 E. ARROW HIGHWAY</u>		
City	<u>IRVINDALE, CA 91706</u>	Dollar Value of Subcontract	<u>\$ 63,328</u>
Phone No.	<u>(626) 838-7889</u>		
License No.	<u>639093</u>		
Name	<u>ABC RESOURCES</u>	Type of Work	<u>STRIPING</u>
Address	<u>1527 W. STATE ST.</u>		
City	<u>ONTARIO, CA 91762</u>	Dollar Value of Subcontract	<u>\$ 110,482</u>
Phone No.	<u>(909) 988-0390</u>		
License No.	<u>538680</u>		

LIST OF SUBCONTRACTORS

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

Name	<u>PHOENIX LANDSCAPE</u>	Type of Work	<u>LANDSCAPE / IRRIGATION</u>
Address	<u>521 E. WALNUT</u>		
City	<u>FULLERTON, CA 92832</u>	Dollar Value of Subcontract	<u>\$ 20,000</u>
Phone No.	<u>(714) 572-1410</u>		
License No.	<u>284586</u>		

Name		Type of Work	<u>CHAINLINK FENCE</u>
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.			

Name		Type of Work	<u>REINFORCING STEEL</u>
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.			

Name	<u>COWELCO STEEL STRUCTURES</u>	Type of Work	<u>STRUCTURAL STEEL</u>
Address	<u>1634 W. 14TH STREET</u>		
City	<u>LONG BEACH, CA 90813</u>	Dollar Value of Subcontract	<u>\$ 731,780</u>
Phone No.	<u>(562) 432-5766</u>		
License No.	<u>123129</u>		

Name		Type of Work	<u>FIREPROOFING</u>
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.			

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	<u>SUTTLES PLUMBING</u>	Type of Work	<u>PLUMBING</u>
Address	<u>21541 NORDHOFF ST., UNIT C</u>		
City	<u>CHATSWORTH, CA 91311</u>	Dollar Value of Subcontract	<u>\$ 25,400</u>
Phone No.	<u>(818) 718-9779</u>		
License No.	<u>268688</u>		

Name	<u>G & G AIR</u>	Type of Work	<u>HVAC</u>
Address	<u>311 WEST AVENUE 33</u>		
City	<u>LOS ANGELES, CA 90031</u>	Dollar Value of Subcontract	<u>\$ 59,850</u>
Phone No.	<u>(323) 223-3811</u>		
License No.	<u>264775</u>		

Name	_____	Type of Work	<u>FIRE SUPPRESSION</u>
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u>
Phone No.	_____		
License No.	_____		

Name	<u>PACIFICA ELECTRICAL CONT.</u>	Type of Work	<u>ELECTRICAL</u>
Address	<u>14120 PARAMOUNT BLVD.</u>		
City	<u>PARAMOUNT, CA 90723</u>	Dollar Value of Subcontract	<u>\$ 562,200</u>
Phone No.	<u>(562) 634-3561</u>		
License No.	<u>548795</u>		

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

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	<u>RAINBOW GLAZING</u>	Type of Work	<u>GLASS & GLAZING / CURTAINWALL</u>
Address	<u>17224 S. FIGUEROA ST.</u>		
City	<u>GARDENA, CA 90248</u>	Dollar Value of Subcontract	<u>\$ 132,200</u>
Phone No.	<u>(310) 324 - 5881</u>		
License No.	<u>863691</u>		

Name	<u>CASDN</u>	Type of Work	<u>METAL FRAMING & PLASTER / DRYWALL</u>
Address	<u>354 ALLEN ST.</u>		
City	<u>SAN BERNADINO, CA 92408</u>	Dollar Value of Subcontract	<u>\$ 248,585</u>
Phone No.	<u>(909) 381 - 1619</u>		
License No.	<u>502789</u>		

Name	<u>ENDURANCE PAINTING</u>	Type of Work	<u>PAINTING</u>
Address	<u>15414 CABRITO RD, UNIT E</u>		
City	<u>VAN NUYS, CA 91406</u>	Dollar Value of Subcontract	<u>\$ 37,150</u>
Phone No.	<u>(818) 989 - 5245</u>		
License No.	<u>891292</u>		

Name	<u>SENTRY CONTROL SYSTEMS</u>	Type of Work	<u>PARKING CONTROL EQUIPMENT</u>
Address	<u>6611 ODESSA AVE.</u>		
City	<u>VAN NUYS, CA 91406</u>	Dollar Value of Subcontract	<u>\$ 61,393</u>
Phone No.	<u>(800) 246 - 6662</u>		
License No.	<u>1007233</u>		

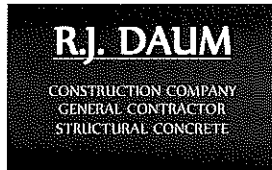
Name	<u>KONE ELEVATORS</u>	Type of Work	<u>ELEVATORS</u>
Address	<u>11165 KNOTT AVE, STE B</u>		
City	<u>CYPRESS, CA 90630</u>	Dollar Value of Subcontract	<u>\$ 463,992</u>
Phone No.	<u>(714) 890 - 7080</u>		
License No.	<u>179166</u>		

EXHIBIT "E"

**GARDEN GROVE OFFICE**

11581 Monarch Street
Garden Grove, California 92841

Business: (714) 894-4300 * Facsimile: (714) 894-4449



License No. 127760 A, B, C-8

SAN DIEGO OFFICE

7562 Trade Street
San Diego, California 92121

Business: (858) 621-8750 * Facsimile: (858) 621-8756



September 19, 2016

PLA Administrator
City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802

Re: Project Labor Agreement – Letter of Assent

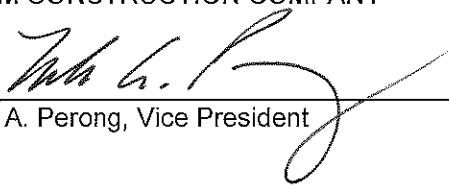
Dear Sir or Madam:

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

Sincerely,

R. J. DAUM CONSTRUCTION COMPANY

BY:


Mark A. Perong, Vice President

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.

LABOR AND MATERIAL BOND

Bond No. 106573401

Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, **R. J. DAUM CONSTRUCTION COMPANY, a California corporation**, as PRINCIPAL, and **Travelers Casualty and Surety Company ***, located at 21688 Gateway Center Drive, Diamond Bar, CA 91765-6512, a corporation, incorporated under the laws of the State of Connecticut, 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 **THREE MILLION NINE HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS (\$3,932,979)**, 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.

*of America
THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the improvements to the Garage (Lot A) at the Long Beach Airport is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 23rd day of August, 2016.

R. J. DAUM CONSTRUCTION COMPANY,
a California corporation

Travelers Casualty and Surety Company of America
SURETY, admitted in California

By: Harold I. Perong
Name: Harold I. Perong
Title: President

By: Erik Johansson
Name: Erik Johansson
Title: Attorney-in-Fact
Telephone: (714)824-8354

By: Mark A. Perong
Name: Mark A. Perong
Title: Vice President

Approved as to sufficiency this 9th day of September, 2016.
By: [Signature]
City Manager/City Engineer

Approved as to form this 9th day of September, 2016.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange



On 8/24/2016

Date

before me,

Helen E. Monahan, Notary

Here Insert Name and Title of the Officer

personally appeared

Harold I. Perong, President of R. J. Daum

Name(s) of Signer(s)

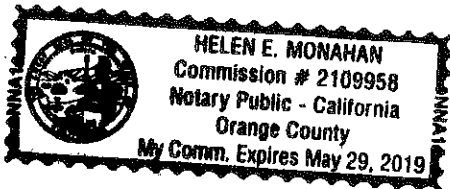
Construction Company

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: Helen E Monahan
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: LABOR/MATERIAL bond Document Date: 8-23-16

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange



On 9/19/2016 before me, Helen E. Monahan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Mark A. Perong, Vice President of R. J. Daum
Name(s) of Signer(s)

Construction Company

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: Helen E Monahan
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: labor + Material Bond Document Date: 8/23/2016

Number of Pages: one Signer(s) Other Than Named Above: Erik Johansson & Harold Perong

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

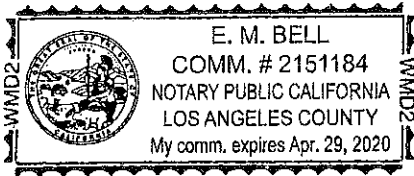
CIVIL CODE § 1189

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

State of California)
County of Orange)

On AUG 23 2016 before me, E. M. Bell, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Erik Johansson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 *E. M. Bell*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231149

Certificate No. 006911031

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kevin S. Bogart, Scott M. Milne, Erik Johansson, Melissa Lopez, Christina Johnson, Ellen Bell, and Frances Lefler

of the City of Tustin, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of July, 2016

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 AUG 23 2016, 20 _____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, R. J. DAUM CONSTRUCTION COMPANY, a California corporation, as PRINCIPAL, and Travelers Casualty*, located at 21688 Gateway Center Drive, Diamond Bar, CA 91765-6512, a corporation, incorporated under the laws of the State of Connecticut, 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 THREE MILLION NINE HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS (\$3,932,979), 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.

*and Surety Company of America

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 Improvements to the Garage (Lot A) at the Long Beach Airport and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 23rd day of August, 2016.

R. J. DAUM CONSTRUCTION COMPANY,
a California corporation

By: Harold I. Perong
Name: Harold I. Perong
Title: President

By: Mark A. Perong
Name: Mark A. Perong
Title: Vice President

Approved as to form this 21st day
of September, 2016.

CHARLES PARKIN, City Attorney
By: Charles Parkin
Deputy City Attorney

Travelers Casualty and Surety Company of America
SURETY, admitted in California

By: Erik Johansson
Name: Erik Johansson
Title: Attorney-in-Fact
Telephone: (714)824-8354

Approved as to sufficiency this 9th day
of September, 2016.

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.

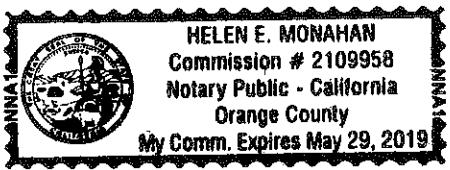
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California }
County of Orange

On 8/24/2016 before me, Helen E. Monahan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Harold I. Perong, President of R. J. Daum
Name(s) of Signer(s)
Construction Company

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.

Place Notary Seal Above

Signature: Helen E Monahan
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE bond Document Date: 8-23-16
Number of Pages: one Signer(s) Other Than Named Above: ERIK JOHANSSON

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange



On 9/19/2016 before me, Helen E. Monahan, Notary
Date Here Insert Name and Title of the Officer

personally appeared Mark A. Perong, Vice President of R. J. Daum
Name(s) of Signer(s)

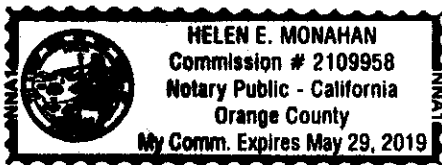
Construction Company

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: Helen E Monahan
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 8/23/2016

Number of Pages: one Signer(s) Other Than Named Above: Erik Johansson & Harold Perong

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

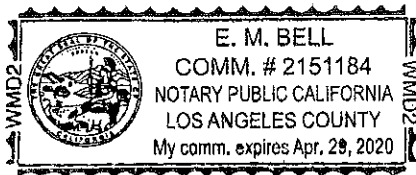
On AUG 23 2016 before me, E. M. Bell, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Erik Johansson

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 *E. M. Bell*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231149

Certificate No. 006911032

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Kevin S. Bogart, Scott M. Milne, Erik Johansson, Melissa Lopez, Christina Johnson, Ellen Bell, and Frances Lefler

of the City of Tustin, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of July, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of July, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate-bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 AUG 23 2016, 20 _____.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.