

CONTRACT
32487

THIS CONTRACT is made and entered, in duplicate, as of January 20, 2012 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 January 10, 2012, by and between C J CONCRETE CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 10142 Shoemaker Avenue, Santa Fe Springs, California 90670, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Annual Contract for Concrete Repairs and Related Improvements in the City of Long Beach, California," dated November 30, 2011, 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 Specifications No. R-6899;

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 Specifications No. R-6899 for Annual Contract for Concrete Repairs and Related Improvements 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 Annual Contract for Concrete Repairs and

1 Related Improvements in the City of Long Beach, California," attached hereto as
2 Exhibit "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
5 of 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-6899 (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
11 Standard Plans; the California Code of Regulations; the various Uniform Codes
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
14 Business Enterprise Program; this Contract and all documents attached hereto or
15 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; and the Information Sheet. These Contract Documents are
20 incorporated herein by the above reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
22 if any conflict or inconsistency exists or develops among or between Contract
23 Documents, the following priority shall govern: 1) Permit(s) from other public
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
25 hereto); 4) Addenda (which shall include written clarifications, corrections and
26 changes to the bid documents and other types of written notices issued prior to bid
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
28 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in

1 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
2 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. The term of this Agreement shall
4 commence at midnight on January 1, 2012, and shall terminate at 11:59 p.m. on
5 December 31, 2012, unless sooner terminated as provided in this Contract, or unless the
6 services or the Project is completed sooner.

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

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

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

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

28 9. INSURANCE. Prior to commencement of work, and as a condition

precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of all insurance required in the Contract Documents.

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

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

11. PREVAILING WAGE RATES. Contractor is directed to the prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract.

12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 City may by resolution of the City Council suspend performance hereunder until
2 the cause of disability is removed, extend the time for performance, make changes
3 in the character of the work or materials, or terminate this Contract without liability
4 to either party.

5 13. NOTICES.

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

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

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

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

28 16. CERTIFIED PAYROLL RECORDS.

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

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

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

23 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
24 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
25 and custody of the work. If any loss or damage occurs to the work that is not covered by
26 collectible commercial insurance, excluding loss or damage caused by earthquake or
27 flood or the negligence or willful misconduct of City, then Contractor shall immediately
28 make the City whole for any such loss or pay for any damage. If Contractor fails or

1 refuses to make the City whole or pay, then City may do so and the cost and expense of
2 doing so shall be deducted from the amount due Contractor from City hereunder.

3 18. CONTINUATION. Termination or expiration of this Contract shall not
4 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
5 prior to termination or expiration of this Contract.

6 19. TAXES AND TAX REPORTING.

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

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

27 C. Contractor shall create and operate a buying company, as
28 defined in State of California Board of Equalization Regulation 1699, subpart (h),

1 in City if Contractor will purchase over \$10,000 in tangible personal property
2 subject to California sales and use tax.

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

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

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

25 21. AUDIT. If payment of any part of the consideration for this Contract
26 is made with federal, state or county funds and a condition to the use of those funds by
27 City is a requirement that City render an accounting or otherwise account for said funds,
28 then City shall have the right at all reasonable times to examine, audit, inspect, review,

1 extract information from, and copy all books, records, accounts and other information
2 relating to this Contract.

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

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

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

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

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

27 27. INTEGRATION. This Contract, including the Contract Documents
28 identified in Section 3 hereof, constitutes the entire understanding between the parties

1 and supersedes all other agreements, oral or written, with respect to the subject matter
2 herein.

3 28. COSTS. If there is any legal proceeding between the parties to
4 enforce or interpret this Contract or to protect or establish any rights or remedies
5 hereunder, the prevailing party shall be entitled to its costs, including reasonable
6 attorney's fees.

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

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

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

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

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

1 deemed to be a material breach of the Contract by the City.

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

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

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

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

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

3 C J CONCRETE CONSTRUCTION, INC.,
4 a California corporation

5 _____, 2012 By _____

President

John C. Sarno

Type or Print Name

6 _____, 2012 By _____

Secretary

John C. Sarno

Type or Print Name

10 "Contractor"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 _____, 2012 By _____

Assistant City Manager
EXERCISED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

14 "City"

15 This Contract is approved as to form on 2/16

16 2012.

17 ROBERT E. SHANNON, City Attorney

18 By _____

Deputy

BIDDER'S NAME: CJ Concrete Construction, Inc.**BID TO THE CITY OF LONG BEACH
ANNUAL CONTRACT FOR CONCRETE REPAIRS AND RELATED
IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 30, 2011, at 11:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6899 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Remove Concrete Improvements and Backfill with Topsoil	2,000	SF	\$2.00	\$4,000.00
2.	Remove and Replace Asphalt Concrete Pavement	200	SF	\$6.00	\$1,200.00
3.	Stump Removal up to and including 24" Diameter Trunk	10	EA	\$400.00	\$4,000.00
4.	Stump Removal 25" and over Diameter Trunk	10	EA	\$450.00	\$4,500.00
5.	Tree Removal up to and including 24" Diameter Trunk	20	EA	\$800.00	\$16,000.00
6.	Tree Removal 25" and over Diameter Trunk	20	EA	\$1,300.00	\$26,000.00
7.	Shave Roots at Curb	5,000	LF	\$6.00	\$30,000.00
8.	Shave Roots at Sidewalk	10,000	LF	\$6.00	\$60,000.00
9.	Tree Pruning	1,500	EA	\$195.00	\$292,500.00
10.	Unclassified Excavation	100	CY	\$55.00	\$5,500.00
11.	Adjust City Manhole Frame & Cover	10	EA	\$300.00	\$3,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	Adjust L.A.C.S.D. Manhole Frame & Cover	10	EA	\$ 300.00	\$ 3,000.00
13.	Manhole Step	5	EA	\$ 120.00	\$ 600.00
14.	Adjust Water Gate Box & Cover	25	EA	\$ 200.00	\$ 5,000.00
15.	Reconstruct Water Gate Box & Cover	25	EA	\$ 375.00	\$ 9,375.00
16.	Adjust Gas Valve Box & Cover	25	EA	\$ 200.00	\$ 5,000.00
17.	Replace Street Light Pull Box	30	EA	\$ 400.00	\$ 12,000.00
18.	Replace Traffic Signal Pull Box	20	EA	\$ 450.00	\$ 9,000.00
19.	Survey Monument Type C with Casting & Cover	5	EA	\$ 650.00	\$ 3,250.00
20.	Install Survey Monument Casting & Cover	5	EA	\$ 650.00	\$ 3,250.00
21.	Adjust Survey Monument Casting & Cover	5	EA	\$ 400.00	\$ 2,000.00
22.	Survey Bench Mark, Type 1	25	EA	\$ 350.00	\$ 8,750.00
23.	Install Spike & Washer, ties, property corners	250	EA	\$ 250.00	\$ 62,500.00
24.	Curb Drain	30	EA	\$ 270.00	\$ 8,100.00
25.	PCC Curb, GB Type A1	3,000	LF	\$ 18.00	\$ 54,000.00
26.	PCC Curb, GB Type A1, Integral	1,000	LF	\$ 20.00	\$ 20,000.00
27.	PCC Curb & Gutter, GB Type A2, W=1.5'	5,000	LF	\$ 28.00	\$ 140,000.00
28.	PCC Curb & Gutter, GB Type A2, W=2.0'	200	LF	\$ 35.00	\$ 7,000.00
29.	PCC Curb & Gutter, GB Type A2, W=7'	200	LF	\$ 65.00	\$ 13,000.00
30.	PCC Sidewalk, 3" Thick	300,000	SF	\$ 4.15	\$ 1,245,000.00
31.	Flexible Sidewalk Joint	500	LF	\$ 8.00	\$ 4,000.00
32.	Concrete Joints	500	LF	\$ 3.00	\$ 1,500.00
33.	Curb Ramp Detectable Warning Surface	1,200	SF	\$ 30.00	\$ 36,000.00
34.	PCC Driveway Apron, 4" Thick	50,000	SF	\$ 4.65	\$ 232,500.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	PCC Driveway Apron, 6" Thick	5,000	SF	\$ 7.00	\$35,000.00
36.	PCC Pavement, 6" Thick	25,000	SF	\$ 5.50	\$137,500.00
37.	PCC Bus Stop Street Pad, 10" Thick	8,000	SF	\$ 10.00	\$80,000.00
38.	PCC Cross Gutter, 8" Thick	5,000	SF	\$ 9.00	\$45,000.00
39.	(S) Stamped Concrete, 4" Thick	5,000	SF	\$ 7.50	\$37,500.00
40.	Crushed Miscellaneous Base, 6" Thick Under PCC Improvements	10,000	SF	\$ 1.00	\$10,000.00
41.	Asphalt Concrete Pavement	200	SF	\$ 10.00	\$2,000.00
42.	Curb Painting	1,000	LF	\$ 1.25	\$1,250.00
43.	(S) Loop Detectors	20	EA	\$ 300.00	\$6,000.00

TOTAL AMOUNT BID

~~\$ 2,450,025.00~~ ^{JS} \$ 2,685,775.00

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

The following information will be used for statistical analysis only.

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

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

advertised on ebidboard

(Continued on Next Page)

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: CPCA14239
 - B. Name of Insurer (NOT Broker): Companion Property and Casualty
 - C. Address of Insurer: P.O. box 100105 Columbia South Carolina 29202
 - D. Telephone Number of Insurer: (800) 845-2724
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1XPAD69X9XD475451
 - B. Automobile Liability Insurance Policy Number: BA1550759
 - C. Name of Insurer (NOT Broker): Golden Eagle Insurance Corp.
 - D. Address of Insurer: P.O. box 25045 Santa Ana CA 92799
 - E. Telephone Number of Insurer: (800) 238-3085
- 3) Address of Property used to house workers on this Contract, if any: 10142 Shoemaker Ave Santa R Springs CA 90670
- 4) Estimated total number of workers to be employed on this Contract: 13
- 5) Estimated total wages to be paid those workers: ~~\$130,000~~ \$600,000.00
- 6) Dates (or schedule) when those wages will be paid: weekly
- (Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: None
- 8) Taxpayer's Identification Number: [REDACTED]

LIST OF SUBCONTRACTORS

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

Name CL Surveying and Mapping Type of Work Survey
 Address 8401 White Oak Ave. ^{Ste} 113
 City Rancho Cucamonga Dollar Value of Subcontract \$ 70,000.00
 Phone No. 909-484-4200
 License No. LS 0351

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

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

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

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

APPENDIX A

This bond was executed in two(2)
identical counterparts.

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 024043612
Premium: \$20,522.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENT: That we, C.J. Concrete Construction, Inc.

as PRINCIPAL, and
First National Insurance Company of America, located at 790 The City Drive South, Suite 200,
Orange, CA 92868
a corporation, incorporated under the laws of the State
of Washington admitted as a surety in the State of California and authorized to transact business in the State of
California, as Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the
sum of Two Million Six Hundred Eighty Five Thousand Seven Hundred Seventy Five and 00/100

DOLLARS (\$2,685,775.00), 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 present.

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 Specification No. R-6899 Annual Contract for Concrete Repairs
and Related Improvements 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 3rd day of February, 2012.

C.J. Concrete Construction, Inc.
CONTRACTOR/PRINCIPAL

By: [Signature]

Name: John C. Sarno

Title: President

By: [Signature]

Name: John C. Sarno

Title: Secretary

Approved as to form this 16th day
of February, 2012.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy

First National Insurance Company of America
SURETY, admitted in California

By: [Signature]

Name: Dwight Reilly

Title: Attorney-In-Fact

Telephone: (714) 516-1232

Approved as to sufficiency this 8 day
of February, 2012.

By: [Signature]

City Manager/City Engineer

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

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS Angeles

On February 6 2012 before me, Gina Marie Myers, Notary Public

Here Insert Name and Title of the Officer

personally appeared John C. Sarno

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Gina Marie Myers

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: CITY of Long Beach - Bond for Faithful Performance

Document Date: February 3, 2012 Number of Pages: one

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Sarno

☒ Corporate Officer — Title(s): President

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: C.J.

Concrete Construction,
Inc.

Signer's Name: Dwight Reilly

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: First

National Insurance
Company of America

ACKNOWLEDGMENT

State of California

County of Orange

On February 3, 2012 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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.

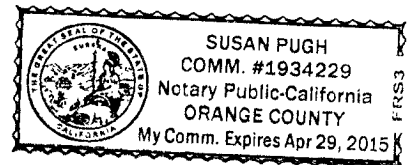
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan Pugh
Susan Pugh

(Seal)



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

4585253

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.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

Bond No. 024043612

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint.

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, ALLISON RITTO, ALL OF THE CITY OF ORANGE, STATE OF CALIFORNIA

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE 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 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 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 executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

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

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of First National Insurance Company of America, is authorized to 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.

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of May, 2011.



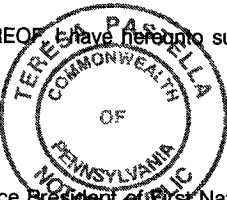
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of February, 2012.



By Gregory W. Davenport
Gregory W. Davenport, Vice President

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

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

This bond was executed in two (2) identical counterparts.

PREMIUM IS FOR CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Bond No. 024043612
Premium included in
Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, C.J. Concrete Construction, Inc.

First National Insurance Company of America, as PRINCIPAL, and
Orange, CA 92868, located at 790 The City Drive South, Suite 200,
Washington, admitted as a surety in the State of California and authorized to transact business in the State of California, as
Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Two Million Six Hundred Eighty Five Thousand Seven Hundred Seventy Five and 00/100

DOLLARS (\$ *), 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 present.

*\$2,685,775.00

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 Specifications No. R-6899 Annual Contract for Concrete Repairs and Related
Improvements and is required 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 the work or labor required to be done
thereunder, 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.

This bond shall insure 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 3rd day of February, 2012.

C.J. Concrete Construction, Inc.
CONTRACTOR/PRINCIPAL

By: [Signature]

Name: John C. Sarno

Title: President

By: [Signature]

Name: John C. Sarno

Title: Secretary

Approved as to form this 16th day
of February, 2012

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy

First National Insurance Company of America
SURETY, admitted in California

By: [Signature]

Name: Dwight Reilly

Title: Attorney-In-Fact

Telephone: (714) 516-1232

Approved as to sufficiency this 8 day
of February, 2012

By: [Signature]

City Manager/City Engineer

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

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA Corp. Code,
then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On February 6, 2012 before me, Gina Marie Myers, Notary Public

personally appeared John C. Sarno

Here Insert Name and Title of the Officer

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Gina Marie Myers

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: City of Long Beach - Labor and Material Bond

Document Date: February 3, 2012 Number of Pages: one

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: John C. Sarno

☒ Corporate Officer — Title(s): President

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: C.J.

Concrete Construction
Inc.

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Dwight Reilly

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: FIRST

National Insurance
Company of America

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

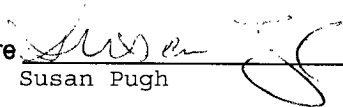
State of California
County of Orange)

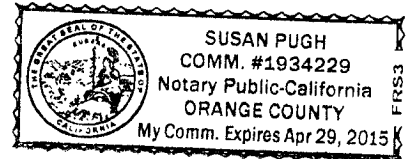
On February 3, 2012 before me, Susan Pugh, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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)
Susan Pugh



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.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

Bond No. 024043612

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint.

DANIEL HUCKABAY, ARTURO AYALA, DWIGHT REILLY, ALLISON RITTO, ALL OF THE CITY OF ORANGE, STATE OF CALIFORNIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE 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 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 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 executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

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

Pursuant to Article IV, Section 12 of the By-laws, David M. Carey, Assistant Secretary of First National Insurance Company of America, is authorized to 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.

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of May, 2011.



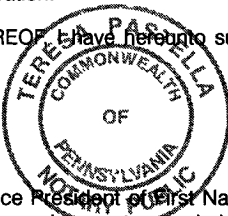
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

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

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of May, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

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



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

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Vice President of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Officer specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of February, 2012.



Gregory W. Davenport
Gregory W. Davenport, Vice President

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

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