

AGREEMENT

Pubic Improvements

34681

THIS AGREEMENT is made and entered into, in duplicate, as of this
31 day of July, 2017, pursuant to Title 20.40 of the Municipal
Code and by and

BETWEEN

CITY OF LONG BEACH, a municipal
corporation, organized under the laws of the
State of California, hereinafter designated as
the "**CITY**"

AND

**CENTURY AFFORDABLE DEVELOPMENT,
INC**, a California Non-Profit Corporation,
hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property
designated as 1235 Long Beach Boulevard, Tract Map Number 73900, in the City of Long
Beach, County of Los Angeles, State of California, described as being a final plot.
Being a subdivision of Lots 8, as shown on that certain map entitled "Tract No. 70974-
01, in the City of Long Beach, County of Los Angeles, State of California on October 19,
2010, as shown by map on file in book 1363, pages 89 through 99 of maps.

WHEREAS, said **DEVELOPER** now desires to make and enter into a
construction agreement with **CITY**.

NOW, THEREFORE, in consideration of the covenants, conditions and
provisions herein contained, it is hereby mutually agreed as follows:

(1) That said **DEVELOPER** shall, on or prior to the last day of December
2018, complete, to the satisfaction of the City Engineer of **CITY**, all of the improvement
work required by Title 20 of the Municipal Code of **CITY**, which improvement work
together with the estimated cost is set forth more particularly on Exhibit A, and

Exhibit B, attached hereto and made a part hereof by this reference.

(2) **DEVELOPER** shall prosecute the improvement work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with **CITY** forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the improvement work specified in this Agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of **DEVELOPER**, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless **CITY** and the officers and employees thereof from all loss, liability or claim arising directly or indirectly out of the negligent or intentional acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to **CITY** a good and sufficient surety bond or bonds, or file with **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the improvement work described in Exhibit A, to which a reduced amounts described in Exhibit B, Partial Release letter was authorized, both attached hereto for the faithful performance of the terms and conditions of this Agreement, and in addition, for labor and materials in the amount not less than 50 percent of the said estimated cost of the improvement work to

secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds and the surety on any of said bonds, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within Ten (10) days after receiving notice that said surety or sureties are insufficient. If the security posted by **DEVELOPER** is an Instrument of Credit and the credit, in the opinion of **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each Instrument of Credit within Ten (10) days after receiving notice that said credit is insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the **CITY**, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this Agreement, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, such extension of time may be granted, from time to time, by **CITY**, either at **CITY'S** own election, or upon request of **DEVELOPER**, and such extensions shall in no way affect the validity of this Agreement, release the surety or sureties on said bonds, or release the bank on the Instrument of Credit. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds or Instrument of Credit in full force and effect during the term of this Agreement, including any extensions of time as may be granted from time to time.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

July 31, 2017

BY: [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
CITY MANAGER

Assistant City Manager - Tom Modica

March 14, 2017

BY: Brian Harden, PRESIDENT
DEVELOPER

March 14, 2017

BY: Greg Aris, Vice president
DEVELOPER

_____, 201__

BY: _____
DEVELOPER

_____, 201__

BY: _____
DEVELOPER

Approved as to form this 8th day of June, 2017

(See attached
Acknowledgment)

Charles Parkin, City Attorney

BY: [Signature]
DEPUTY

Q:/PD/Sub/Agreement TM 73900.doc

ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On March 14, 2017 before me, Beulah Ku, Notary Public
(insert name and title of the officer)

personally appeared Brian D'Andrea,
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)



ACKNOWLEDGMENT

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

State of California
County of Los Angeles

On March 14, 2017 before me, Beulah Ku, Notary Public
(insert name and title of the officer)

personally appeared Oscar Alvarado
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)



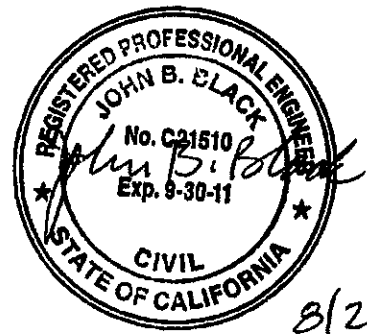
KKG Inc.

OFFSITES ENGINEERS ESTIMATE

200 E. ANAHEIM St., LONG BEACH, CA

Prepared: 8/11/10

Printed: 8/24/10



8/25/10

Sheet #	Item #	Description	Quantity	UNIT	Unit Cost	Aggregate Cost
C2.0	1	DEMO AND REMOVE EXISTING BUILDING (ON SITE)	-		-	-
	2	REMOVE A/C PAVEMENT (ON SITE)	-		-	-
	3	REMOVE EXISTING WI FENCE & POSTS (ON SITE)	-		-	-
	4	REMOVE CONCRETE PAVEMENT (ON SITE)	-		-	-
	5	REMOVE AND/OR RELOCATE EXIST UTILITIES (UNDERGROUND ELECTRIC)	1	LS	32,445	32,455
	6	REMOVE BLOCK WALL AND FOUNDATION (ON SITE)	-		-	-
	7	REMOVE EXISTING PLANTERS (ON SITE)	-		-	-
	8	REMOVE EXISTING GUARD POSTS (ON SITE)	-		-	-
	9	REMOVE TRASH ENCLOSURE (ON SITE)	-		-	-
	10	REMOVE TREES (ON SITE)	-		-	-
	11	REMOVE GATE & POSTS (ON SITE)	-		-	-
	12	REMOVE/RELOCATE SIGNS (ON SITE)	-		-	-
	13	REMOVE C/L FENCE & POSTS	278	LF	5.00	1,390
	14	REMOVE DRAIN GRATE (ON SITE)	-		-	-
C3.0	1	8" CURB PER LONG BEACH STD 116	615	LF	50	30,750
	2	CONCRETE DRIVEWAY 6" PER LONG BEACH STD 105	887	SF	7.00	6,209
	3	CURB RAMP SPPWC 111-4	4	EA	900	3,600
	4	CONCRETE SIDEWALK STD 116	6,701	SF	5.00	33,505
	5	ALLEY INTERSECTION	743	SF	7.00	5,201
	6	4" CONCRETE PAVEMENT OVER 6" CMB	10,005	SF	8.00	80,040
	7	CURB THROUGH DRAIN	7	EA	1,600	11,200
	8	ROLLED CONCRETE CURB	316	LF	40	12,640
	9	6" CONCRETE CURB	187	LF	30	5,610
	10	CONCRETE TRASH RAMP W/6" CURBS ON SIDES (ON SITE)	-		-	-
	11	18" CURB TRANSITION	56	LF	40	2,240
	12	REMOVEABLE BOLLARDS (ON SITE)	-		-	-
	13	6" CONCRETE FILLED BOLLARDS	2	EA	265	530
	14	4" SIDE DIAG LOADING ZONE PAINTED (ON SITE)	-		-	-
C4.0	1	3" WATER (ON SITE)	-		-	-
	2	6" WATER	48	LF	250	12,000

3	6" FIRE LINE (ON SITE)	-		-	-
4	HYDRANT WDS 102	2	EA	3,000	6,000
5	DIP WATER 8" (ON SITE)	-		-	-
6	DIP WATER 6"	372	LF	125	46,500
7	CONNECT TO EXISTING WATER	4	EA	2,000	8,000
8	CONNECT TO BUILDING WITH COUPLER (ON SITE)				-
9	SEWER SCR 35 LATERAL 8"	138	LF	140	19,320
10	CONNECT TO EXISTING MANHOLE	1	EA	1,900	1,900
11	SEWER CLEAN OUT (ON SITE)	-		-	-
12	CONNECT TO EXISTING 8" SEWER	4	EA	1,800	7,200
13	CONNECT TO PROPOSED 8" LATERAL	1	EA	1,700	1,700
14	3"X12 1/2" CURB DRAIN - ALHAMBRA FOUNDRY	7	EA	500	3,500
15	RELOCATE FIRE HYDRANT	1	EA	2,100	2,100
16	SEWER WITH 6" ENCASEMENT (PER PLBG PLANS) (ON SITE)	-		-	-
OTHER	GROUNDCOVER	3,836	SF	3.00	11,508
	TREES	13	EA	800	10,400
	IRRIGATION	3,836	SF	2.00	7,672
	REMOVE ALLEY PAVING	10,005	SF	3.00	30,015
	REMOVE CURB AND GUTTER	677	LF	11	7,442
	REMOVE SIDEWALK	7,371	SF	2.00	14,742
	SIGNALIZATION	1	LS	174,960	174,960
	SUBTOTAL				590,329
	CONTINGENCIES				59,033
	TOTAL CONSTRUCTION				649,362
	ONE YEAR WARRANTY				64,936
	TOTAL				714,298



CITY OF LONG BEACH

JUN 30 2014

DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING

333 WEST OCEAN BOULEVARD, 9TH FLOOR, LONG BEACH CA 90802
(562) 570-6634 ♦ FAX (562) 570-6501

June 23, 2014

Mr. Raymond E. Gail, Attorney-In-Fact
Ullico Casualty Company

**SUBJECT: META HOUSING CORPORATION – PARTIAL RELEASE OF THE BOND
GUARANTEE FOR PUBLIC IMPROVEMENTS & LABOR AND MATERIAL**

This notice is to certify that the requirements in connection with the public improvements conditioned upon the development at ~~1235~~ Long Beach Boulevard for the approval of Tract Number 70974-01, are partially completed. For the Agreement between the Meta Housing Corporation, and the City of Long, pursuant to Long Beach Municipal Code Chapter 20.040.090, a partial release of the bonds can be approved. We hereby authorized a partial release of the bonds as follows:

- The Bond for Faithful Performance, number SB027 000079, in the amount of Seven hundred Fourteen thousand Two hundred Ninety-eight dollars (\$714,298.00), we authorize release of Twenty-five percent (25%) of the Bond and the remaining balance of Five hundred Thirty-five thousand Seven hundred Twenty-five dollars and Fifty cent (\$535,725.50), held until the off-site improvements conditions on this development have been satisfied.
- The Labor and Materials bond, number SB027 000079, for Three hundred Fifty-seven thousand One hundred Forty-nine dollars (\$357,149.00), we authorize release of Twenty-five percent (25%) and the remaining balance of Two hundred Sixty-seven thousand Eight hundred Sixty-one dollars and Seventy-five cent (\$267,861.75) held until the off-site improvements conditions on this development have been satisfied.

A copy of the bonds and agreement are enclosed. If you have any questions regarding this matter, please call Bill Pittman, Right-of-way/Subdivision Coordinator at (562) 570-6996.

Sincerely,


LARA MALOYAN P.E.
DIRECTOR OF PUBLIC WORKS/
CITY ENGINEER

Enclosures:
GMM: BP; bp
P:\ SUB-28 TM 70974-01 partial release.doc

Cc: Kristen McLane, KKG Inc, 123 East 9th Street, Upland, California, 91876,

EXHIBIT B

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and Century Affordable Development, Inc., a California Non-Profit Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated July 31, 2017, and identified as Tract No. 73900 is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Nationwide Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Ohio, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," in the penal sum of Five hundred Thirty-five thousand, Seven hundred Twenty-five dollars, and Fifty cents (\$535,725.50) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning,

shall indemnify and save harmless the City, its officers, agents and employees, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 14th day of March, 2017.

Century Affordable Development, Inc.

BY: Brian Andrew
PRINCIPAL

BY: Paul Acos
PRINCIPAL

Nationwide Mutual Insurance Company

BY: [Signature]
SURETY

Anthony M. Spina, Attorney-In-Fact

Approved as to form this 8th day of June, 2017

Charles Parkin, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 27 day of July, 2017

BY: 

DIRECTOR OF PUBLIC WORKS

BM:bp
TM 73900 (Bond For faithful performance).doc

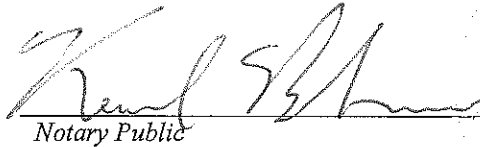
ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey
County of Hudson } SS

On the 14th day of March 2017 Before me, Kemal Brkanovic, personally appeared Anthony M. Spina as Attorney in Fact of Nationwide Mutual Insurance Company ☐ Personally known to me -OR- ☒ 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.

KEMAL BRKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50051090
My Commission Expires 12/12/2021


Notary Public

(seal)

OPTIONAL

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

State of _____
County of _____ } SS

On the _____ day of _____ 20 Before me, See attached, personally appeared _____ ☐ Personally known to me -OR- ☐ 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.

Notary Public

(seal)

OPTIONAL

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

State of _____
County of _____ } SS

On the _____ day of _____ 20 Before me, See Attached, personally appeared _____ ☐ Personally known to me -OR- ☐ 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.

Notary Public

(seal)

OPTIONAL

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

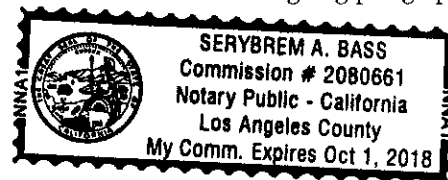
County of Los Angeles

On April 12, 2017 before me, Serybrem A. bass, Notary Public, personally appeared Brian D' Andrea and Oscar Alvarado

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.

Serybrem A. Bass
Signature of Notary Public



(Notary Seal)

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.

DESCRIPTION OF ATTACHED DOCUMENT

Bond For Faithful Performance

(Title of document)

Number of Pages 8 (Including acknowledgment)

Document Date March 14, 2017

CAPACITY CLAIMED BY SIGNER

 Individual
 x Corporate Officer
 Partner
 Attorney-In-Fact
 Trustee
 Other:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

John F. Kelly, Anthony M. Spina, Jordan C. Gilmartin, Cindy Li

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 7th day of January, 2014.



Michael D. Miller, Executive Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF ARIZONA, COUNTY OF MARICOPA: ss

On this 7th day of January, 2014, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.




Notary Public
My Commission Expires
June 9, 2015

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Michael D. Miller was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of March, 2014.


Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

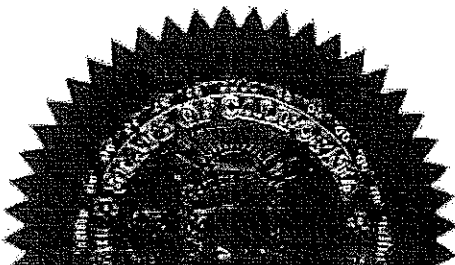
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

NATIONAL CASUALTY COMPANY

Statutory Statements of Admitted Assets, Liabilities and Surplus

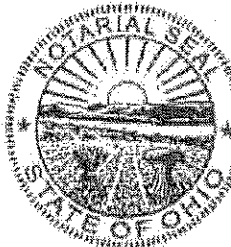
	December 31,	
	2015	2014
Admitted assets		
Invested assets		
Bonds	\$ 128,272,436	\$ 138,116,488
Cash, cash equivalents and short-term investments	4,312,921	(9,099,331)
Total invested assets	\$ 132,585,357	\$ 129,017,157
Premiums in course of collection	87,156,495	97,058,139
Amounts recoverable from reinsurers	59,625,820	48,924,492
Funds held by or deposited with reinsured companies	375,083	82,419
Other amounts receivable under reinsurance contracts	4,743,200	6,423,233
Accrued investment income	1,285,551	1,408,450
Deferred federal income tax asset	1,029,310	804,174
Other assets	1,722,327	1,671,308
Total admitted assets	\$ 288,523,143	\$ 285,389,372
Liabilities and surplus		
Liabilities		
Reinsurance payable on paid losses and loss adjustment expenses	\$ 354,435	\$ 243,976
Ceded reinsurance premiums payable (net of ceding commissions)	139,626,190	145,966,710
Federal income tax liability	1,412,065	1,390,563
Other liabilities	13,052,966	7,647,133
Total liabilities	\$ 154,445,656	\$ 155,248,382
Surplus		
Common Stock	\$ 5,000,000	\$ 5,000,000
Gross paid in & contributed surplus	21,486,670	21,486,670
Unassigned surplus	107,590,817	103,654,320
Total surplus	\$ 134,077,487	\$ 130,140,990
Total liabilities and surplus	\$ 288,523,143	\$ 285,389,372

Certification

I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2015 and 2014 to the best of my knowledge and belief.

Teresa J. Potts

Teresa J. Potts



CHRISTINE O'BRIEN
Notary Public, State of Ohio
My Commission Expires 12-22-2020

Christine O'Brien
4-15-2016

BOND FOR LABOR AND MATERIALS

Pubic Improvements
Bond No. SNN4005040
(Duplicate Original)

WHEREAS, the City of Long Beach and Century Affordable Development, Inc., a California Non-Profit Corporation, hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated July 31, 2017, and identified as Tract Map No 73900 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Long Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said **PRINCIPAL** and Nationwide Mutual Insurance Company as Surety, a corporation organized and existing under the laws of the State of Ohio, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of Two hundred Sixty-seven thousand, Eight hundred Sixty-one dollars and Seventy-five cents (\$267,861.75) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in success fully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 14th day of March, 2017.

Century Affordable Development, Inc.

BY: _____

PRINCIPAL

BY: _____

PRINCIPAL

Nationwide Mutual Insurance Company

BY: 

SURETY

Anthony M. Spina, Attorney-In-Fact

Approved as to form this 8th day of June, 2017.

Charles Parkin, City Attorney

BY: 

DEPUTY

Approved as to sufficiency this 27 day of July, 2017.

BY: 

DIRECTOR OF PUBLIC WORKS

BM:bp
TM 73900 (Bond For Labor & Materials).doc

ACKNOWLEDGEMENT

NOTE: Persons signing in more than one capacity (i.e. president and as individual) must be acknowledged for each capacity.

State of New Jersey
County of Hudson } SS

On the 14th day of March 2017 Before me, Kemal Brkanovic, personally appeared Anthony M. Spina as Attorney in Fact of Nationwide Mutual Insurance Company ☐ Personally known to me -OR- ☒ 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.

KEMAL BRKANOVIC
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50051090
My Commission Expires 12/12/2021

Kemal Brkanovic
Notary Public (seal)

-----OPTIONAL-----

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

State of _____
County of _____ } SS

On the _____ day of _____ 20 Before me, See attached, personally appeared _____ ☐ Personally known to me -OR- ☐ 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.

Notary Public (seal)

-----OPTIONAL-----

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

State of _____
County of _____ } SS

On the _____ day of _____ 20 Before me, See Attached, personally appeared _____ ☐ Personally known to me -OR- ☐ 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.

Notary Public (seal)

-----OPTIONAL-----

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

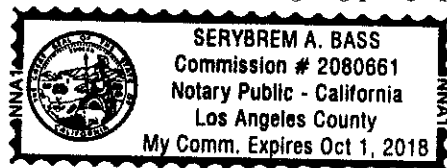
State of California

County of Los Angeles

On April 12, 2017 before me, Serybrem A. bass, Notary Public, personally appeared Brian D' Andrea and Oscar Alvarado

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.



Serybrem A. Bass
Signature of Notary Public

(Notary Seal)

OPTIONAL INFORMATION

The acknowledgment contained within this document is in accordance with California law. Any certificate of acknowledgement performed within the State of California shall use the preceding wording pursuant to Civil Code section 1189. An acknowledgment cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. In addition, the correct notarial wording can only be signed and sealed by a notary public. The seal and signature cannot be affixed to a document without the correct notarial wording.

DESCRIPTION OF ATTACHED DOCUMENT

Bond For Labor and Materials

(Title of document)

Number of Pages 8 (Including acknowledgment)

Document Date March 14, 2017

CAPACITY CLAIMED BY SIGNER

 Individual
 x Corporate Officer
 Partner
 Attorney-In-Fact
 Trustee
 Other:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

John F. Kelly, Anthony M. Spina, Jordan C. Gilmartin, Cindy Li

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Unlimited

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

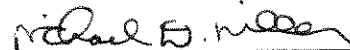
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 7th day of January, 2014.



Michael D. Miller, Executive Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF ARIZONA, COUNTY OF MARICOPA: ss

On this 7th day of January, 2014, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



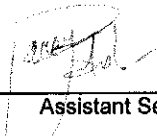

Notary Public
My Commission Expires
June 9, 2015

CERTIFICATE

I, Parag H. Shah, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Michael D. Miller was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this

14th day of March, 2017.


Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

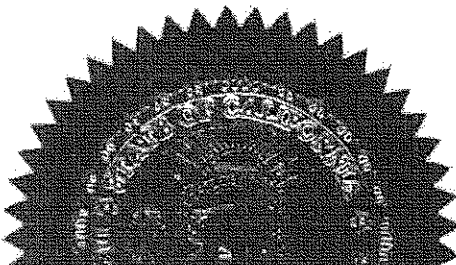
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

NATIONAL CASUALTY COMPANY

Statutory Statements of Admitted Assets, Liabilities and Surplus

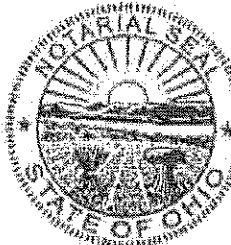
	December 31,	
	2015	2014
Admitted assets		
Invested assets		
Bonds	\$ 128,272,436	\$ 138,116,488
Cash, cash equivalents and short-term investments	4,312,921	(9,099,331)
Total invested assets	\$ 132,585,357	\$ 129,017,157
Premiums in course of collection	87,156,495	97,058,139
Amounts recoverable from reinsurers	59,625,820	48,924,492
Funds held by or deposited with reinsured companies	375,083	82,419
Other amounts receivable under reinsurance contracts	4,743,200	6,423,233
Accrued investment income	1,285,551	1,408,450
Deferred federal income tax asset	1,029,310	804,174
Other assets	1,722,327	1,671,308
Total admitted assets	\$ 288,523,143	\$ 285,389,372
Liabilities and surplus		
Liabilities		
Reinsurance payable on paid losses and loss adjustment expenses	\$ 354,435	\$ 243,976
Ceded reinsurance premiums payable (net of ceding commissions)	139,626,190	145,966,710
Federal income tax liability	1,412,065	1,390,563
Other liabilities	13,052,966	7,647,133
Total liabilities	\$ 154,445,656	\$ 155,248,382
Surplus		
Common Stock	\$ 5,000,000	\$ 5,000,000
Gross paid in & contributed surplus	21,486,670	21,486,670
Unassigned surplus	107,590,817	103,654,320
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I, Teresa J. Potts, VP, Controller, do hereby certify that the foregoing is a true and correct statement of the statutory balance sheet of said Corporation as of December 31, 2015 and 2014 to the best of my knowledge and belief.

Teresa J. Potts

Teresa J. Potts



CHRISTINE O'BRIEN
Notary Public, State of Ohio
My Commission Expires 12-22-2020

Christine O'Brien
4-15-2016