

1 A. City shall pay to Contractor the amount(s) for materials and
2 work identified in Contractor's "Bid for the Mechanical, Electrical, and Plumbing
3 Renovations for the Spring Street and Lakewood Boulevard Tunnels at the Long
4 Beach Airport in the City of Long Beach, California," attached hereto as Exhibit
5 "A".

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Plans & Specifications No. R-6805 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach
14 Standard Plans; Plans and Drawings No. B-4475 for this work; the California Code
15 of Regulations; the various Uniform Codes applicable to trades; the prevailing
16 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
17 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
18 this Contract and all documents attached hereto or referenced herein including but
19 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
20 Proceed; Notice of Completion; any addenda or change orders issued in
21 accordance with the Standard Specifications; any permits required and issued for
22 the work; approved final design drawings and documents; and the Information
23 Sheet. These Contract Documents are incorporated herein by the above
24 reference and form a part of this Contract.

25 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
26 if any conflict or inconsistency exists or develops among or between Contract
27 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
28 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6805; 5)

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

1 Addenda; 6) Plans and Drawings No. B-4475; 7) the City of Long Beach Standard
2 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
3 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written "Notice to Proceed" from City and shall complete all work
6 within ninety-five (95) working days thereafter, subject to strikes, lockouts and events
7 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
8 damage if the work is not completed within the time stated, but those damages would be
9 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
10 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determination of the City Engineer shall be final.

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

9 13. NOTICES.

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

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

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

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

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

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

10 19. TAXES AND TAX REPORTING.

11 A. As required by federal and state law, City is obligated to report
12 the payment of compensation to Contractor on Form 1099-Misc. and Contractor
13 acknowledges that Contractor is not entitled to payment under this Contract until it
14 has provided its Employer Identification Number to City. Contractor shall be solely
15 responsible for payment of all federal and state taxes resulting from payments
16 under this Contract.

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

28 C. Contractor shall create and operate a buying company, as

1 defined in State of California Board of Equalization Regulation 1699, subpart (h),
2 in City if Contractor will purchase over \$10,000 in tangible personal property
3 subject to California sales and use tax.

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract
27 is made with federal, state or county funds and a condition to the use of those funds by
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,
2 extract information from, and copy all books, records, accounts and other information
3 relating to this Contract.

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

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

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

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

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

28 27. INTEGRATION. This Contract, including the Contract Documents

1 identified in Section 3 hereof, constitutes the entire understanding between the parties
2 and supersedes all other agreements, oral or written, with respect to the subject matter
3 herein.

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

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

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

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

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

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

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

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

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

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

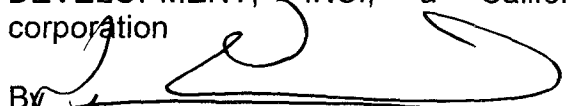
27 ///

28 ///

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 DELMAC CONSTRUCTION &
4 DEVELOPMENT, INC., a California
5 corporation

6 JULY, 27, 2010

By 

President

RAMIN EMAMI

Type or Print Name

7
8 JULY, 27, 2010

By 

Secretary

RAMIN EMAMI

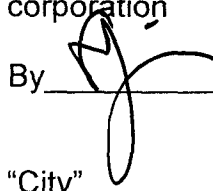
Type or Print Name

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

Assistant City Manager

14 9.15, 2010

By 

~~City Manager~~ EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

16 "City"

17 This Contract is approved as to form on 8/19

2010.

18 ROBERT E. SHANNON, City Attorney

19 By 

20 Deputy

21 OFFICE OF THE CITY ATTORNEY
22 ROBERT E. SHANNON, City Attorney
23 333 West Ocean Boulevard, 11th Floor
24 Long Beach, CA 90802-4664

EXHIBIT A

BIDDER'S NAME: DELMA CONSTRUCTION & DEV., INC.

BID FOR THE
MECHANICAL, ELECTRICAL, AND PLUMBING RENOVATIONS FOR THE
SPRING STREET AND LAKEWOOD BOULEVARD TUNNELS
AT THE LONG BEACH AIRPORT
IN THE CITY OF LONG BEACH, CALIFORNIA

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on May 26, 2010, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6805 at the following prices.

The project will be awarded on the basis of the lowest Base Bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Structural Work	1	LS	165,000.-	
2.	Plumbing Work	1	LS	113,000.-	
3.	Mechanical Work	1	LS	325,000.-	
4.	Electrical Work	1	LS	385,000.-	
5.	Pump Part Replacement and Inspection Report	1	LS	5000.-	
6.	Temporary Traffic Control Devices	1	LS	20,000.-	
TOTAL AMOUNT BASE BID					1,013,000.-

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

McGraw Hill

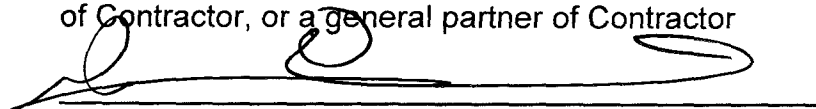
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

DELMAC CONSTRUCTION S¹ PEX, INC.

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



Title: PRESIDENT

Date: 7/27/10

EXHIBIT "B"


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: 0001427-2009
- B. Name of Insurer (NOT Broker): STATE FUND
- C. Address of Insurer: P.O. Box 420807, SAN FRANCISCO, CA
- D. Telephone Number of Insurer: 877-405-4545 94142

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): 
- B. Automobile Liability Insurance Policy Number: 018086537
- C. Name of Insurer (NOT Broker): UNITED FINANCIAL CASUALTY CO.
- D. Address of Insurer: 6630 FLANDERS DR. SAN DIEGO
- E. Telephone Number of Insurer: 800 450-8013 CA 92121

3) Address of Property used to house workers on this Contract, if any: N/A

4) Estimated total number of workers to be employed on this Contract: 20

5) Estimated total wages to be paid those workers: \$300,000^W

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: 10

8) Taxpayer's Identification Number: 

EXHIBIT "C"

EXHIBIT D

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, 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 ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name And Address Of Subcontractor	Classification Or Type Of Work
Name <u>DEICAL BUILDERS, INC.</u>	<u>Plumbing</u>
Address <u>4050 Verdugo Rd.</u>	Dollar amount of contract \$ <u>75,000.-</u>
City <u>Los Angeles, CA</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>(323) 262-2831</u>	License No. <u>871831</u>

Name <u>O'BRYANT ELECTRIC</u>	<u>Electrical</u>
Address <u>20417 Nordoff Str.</u>	Dollar amount of contract \$ <u>260,000.-</u>
City <u>Chatsworth, CA</u>	DBE <input checked="" type="radio"/> MBE <input checked="" type="radio"/> WBE <input type="radio"/> Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>(818) 407-1986</u>	License No. <u>386619</u>

Name <u>VAN EIK L.T.D.</u>	<u>Steel STAIRCASE</u>
Address <u>3312 Floyd Terrace</u>	Dollar amount of contract \$ <u>40,000.-</u>
City <u>Los Angeles, CA</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>(323) 864-0690</u>	License No. <u>506655</u>

Name <u>R & R Painting Corp.</u>	<u>Painting</u>
Address <u>16142 Shoemaker Ave.</u>	Dollar amount of contract \$ <u>35,000.-</u>
City <u>Santa Fe Springs, CA</u>	<input checked="" type="radio"/> DBE <input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>(562) 696-5531</u>	License No. <u>832238</u>

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, 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 ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name And Address Of Subcontractor	Classification Or Type Of Work
Name <u>SOV-ON-SIGNS</u>	<u>Signs</u>
Address <u>3229 E. Anaheim St.</u>	Dollar amount of contract \$ <u>1000.00</u>
City <u>Long Beach, CA</u>	<input checked="" type="radio"/> DBE / <input type="radio"/> MBE / <input checked="" type="radio"/> WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>(562) 961-3414</u>	License No. <u>741289</u>

Name <u>PLATINUM AIR INC.</u>	<u>HVAC</u>
Address <u>7341 FULLTON AVE #14</u>	Dollar amount of contract \$ <u>230,000.-</u>
City <u>NORTH HOLLYWOOD, CA</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>818-765-9950</u>	License No. <u>834968</u>

Name <u>COSTON DESIGN IRON WORK</u>	<u>HANDRAIL</u>
Address <u>9182 KELVIN AVE.</u>	Dollar amount of contract \$ <u>20,400.-</u>
City <u>CHATSWORTH CA</u>	<input checked="" type="radio"/> DBE / <input type="radio"/> MBE / <input checked="" type="radio"/> WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>818-700-9182</u>	License No. <u>476424</u>

Name _____	_____
Address _____	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (<i>typed or printed</i>)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, DELMAC CONSTRUCTION & DEVELOPMENT, INC., a California corporation, as PRINCIPAL, and Great American Insurance Company, located at 750 The City Drive South #300, Orange, Cs 92868 a corporation, incorporated under the laws of the State of Ohio, 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 ONE MILLION THIRTEEN THOUSAND DOLLARS (\$1,013,000.00), 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Mechanical, Electrical, and Plumbing Renovations for the Spring Street and Lakewood Boulevard Tunnels at the Long Beach Airport and is required by said City to give this bond in connection with the execution of said contract;

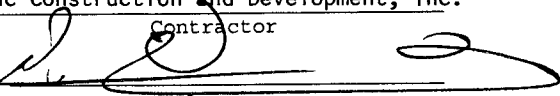
NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 23rd day of July, 2010.

Delmac Construction and Development, Inc.

Contractor

By: 

Name: RAMIN EMAMI

Title: PRESIDENT

By: _____

Name: _____

Title: _____

Approved as to form this 19th day of August, 2010.

ROBERT E. SHANNON, City Attorney

By: 
Deputy City Attorney

Great American Insurance Company

SURETY, admitted in California

By: 

Name: Richard Adair

Title: Attorney in Fact

Telephone: 714-740-3117

Approved as to sufficiency this 4 day of August, 2010.

By: 
City Manager / City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

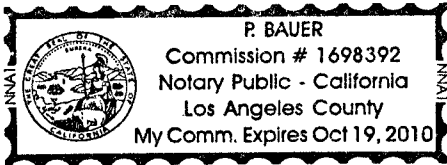
On 7-23-10 before me, P. Bauer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Adair
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 [Handwritten Signature]
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: Performance and Payment Bond

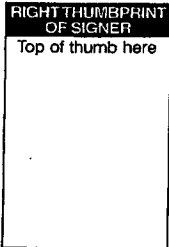
Document Date: 7-23-10 Number of Pages: 5

Signer(s) Other Than Named Above: Ramin Emami

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Adair

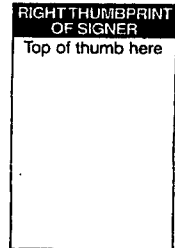
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Great American
Insurance Company

Signer's Name: Ramin Emami

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



Signer Is Representing: _____
Delmac Construction and
Development, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 8-18-10 before me, VIRGINIA JIRANIAN
Date Here Insert Name and Title of the Officer

personally appeared RAHIN EMAMI
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 [Signature]
Signature of Notary Public

OPTIONAL

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Description of Attached Document

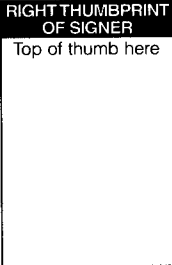
Title or Type of Document: PERFORMANCE & PAYMENT BOND

Document Date: 7-23-10 Number of Pages: 5

Signer(s) Other Than Named Above: RICHARD ADAIR

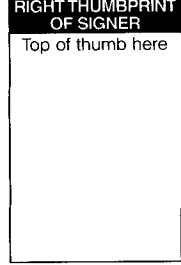
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____

KNOW ALL MEN BY THESE PRESENTS: That we, DELMAC CONSTRUCTION & DEVELOPMENT, INC., a California corporation, as PRINCIPAL, and Great American Insurance Company, located at 750 The City Drive South #300, Orange, Ca 92868, a corporation, incorporated under the laws of the State of Ohio, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION THIRTEEN THOUSAND DOLLARS (\$1,013,000.00), 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 presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Mechanical, Electrical, and Plumbing Renovations for the Spring Street and Lakewood Boulevard Tunnels at the Long Beach Airport is required by law and by said City to give this bond in connection with the execution of said contract;

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

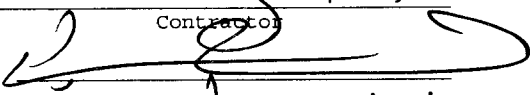
PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City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

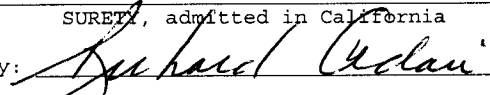
This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 23rd day of July, 2010.

Delmac Construction and Development, Inc.

Great American Insurance Company

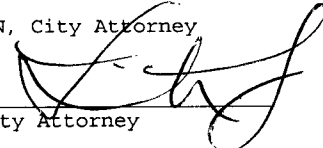
Contractor
By: 
Name: RAMIN EMAMI
Title: PRESIDENT


SURETY, admitted in California
By: 
Name: Richard Adair
Title: Attorney in Fact
Telephone: 714-740-3117

By: _____
Name: _____
Title: _____

Approved as to form this 19th day of August, 2010.

Approved as to sufficiency this 4 day of August, 2010.

ROBERT E. SHANNON, City Attorney
By: 
Deputy City Attorney

By: 
City Manager / City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

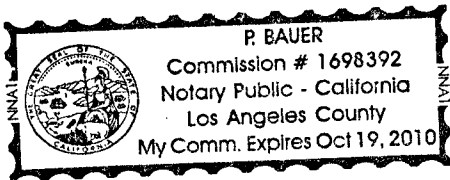
On 7-23-10 before me, P. Bauer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Richard Adair
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 [Handwritten Signature]
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: Performance and Payment Bond

Document Date: 7-23-10 Number of Pages: 5

Signer(s) Other Than Named Above: Ramin Emami

Capacity(ies) Claimed by Signer(s)

Signer's Name: Richard Adair

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



Signer Is Representing: _____
Great American
Insurance Company

Signer's Name: Ramin Emami

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



Signer Is Representing: _____
Delmac Construction and
Development, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

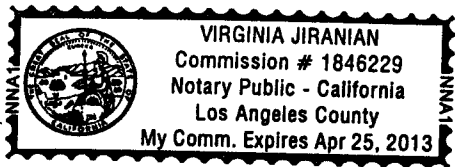
On 8-18-10 before me, VIRGINIA JIRANIAN
Date Here Insert Name and Title of the Officer

personally appeared RAMIN EHAMI
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.

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WITNESS my hand and official seal.



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Signature [Signature]
Signature of Notary Public

OPTIONAL

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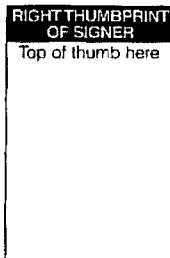
Signer(s) Other Than Named Above: RICHARD ADAIR

Capacity(ies) Claimed by Signer(s)

Signer's Name: RAMIN EHAMI

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

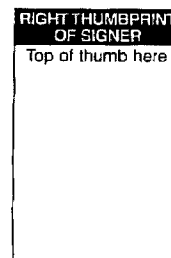
Signer Is Representing: _____



Signer's Name: RICHARD ADAIR

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

Signer Is Representing: _____



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than TWO

No. 014480

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RICHARD ADAIR P. BAUER	BOTH OF GLENDALE CALIFORNIA	BOTH \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of, MAY, 2009.

Attest

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 6th day of MAY, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the Division Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 23rd day of, July, 2010