

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

C O N T R A C T

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THIS CONTRACT is made and entered, in duplicate, as of September 9, 2015 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on September 8, 2015, by and between ARAMEXX GROUP, INC., a California corporation ("Contractor"), whose address is 500 East E Street, Suite 223, Ontario, California 91764, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Termino Avenue Greenbelt Restoration Project in the City of Long Beach, California," dated June 9, 2015, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7023;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans and Specifications No. R-7023 for Termino Avenue Greenbelt Restoration Project in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Termino Avenue Greenbelt Restoration

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

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,
7 Project Specifications No. R-7023 (which may include by reference the Standard
8 Specifications for Public Works Construction, latest edition, and any supplements
9 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
10 Plans; Project Drawing No. B-4646 for this work; the California Code of Regulations;
11 the various Uniform Codes applicable to trades; the prevailing wage rates;
12 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
13 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
14 Contract and all documents attached hereto or referenced herein including but not
15 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
16 Proceed; Notice of Completion; any addenda or change orders issued in
17 accordance with the Standard Specifications; any permits required and issued for
18 the work; approved final design drawings and documents; and the Information
19 Sheet. These Contract Documents are incorporated herein by the above reference
20 and form a part of this Contract.

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

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

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City and shall complete all work within
5 sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the
6 control of Contractor. Time is of the essence hereunder. City will suffer damage if the
7 work is not completed within the time stated, but those damages would be difficult or
8 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
9 amount stated in the Contract Documents.

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

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

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

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

1 damages to property, including property of City, which arises from or is connected with the
2 performance of the work.

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

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

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

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

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8 13. NOTICES.

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

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

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

25 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
26 of the moneys that may become due Contractor hereunder may be assigned by Contractor
27 without the written consent of City first had and obtained, nor will City recognize any
28 subcontractor as such, and all persons engaged in the work of construction will be

1 considered as independent contractors or agents of Contractor and will be held directly
2 responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS.

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be
5 deducted from the amount due Contractor from City hereunder.

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

9 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

27 21. AUDIT. City shall have the right at all reasonable times during
28 performance of the work under this Contract for a period of five (5) years after final

1 completion of the work to examine, audit, inspect, review, extract information from and
2 copy all books, records, accounts and other documents of Contractor relating to this
3 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 that
6 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 entered
9 for the purpose of creating any benefit or right of any kind for any person or entity that is
10 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).

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

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

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

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

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

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

27 C. If the Contractor fails to comply with the EBO, the City may
28 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to

1 become due under the Contract may be retained by the City. The City may also
2 pursue any and all other remedies at law or in equity for any breach.

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

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

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

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Lona Beach, CA 90802-4664

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

ARAMEXX GROUP, INC., a California corporation

9/17/, 2015

By [Signature]
Name Salon Kimon
Title President

_____, 2015

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Oct. 12, 2015

By [Signature] EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager

Assistant City Manager

"City"

This Contract is approved as to form on Oct. 6, 2015.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT A

Awarded: Whole Bid

**BID TO THE CITY OF LONG BEACH
TERMINO AVENUE GREENBELT RESTORATION PROJECT**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on July 8, 2015, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7023 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	SWPPP	1	LS	3257-	3257-
2.	Clear & Grub	1	LS	45899-	45899-
3.	Juglans Californica (15 gallon tree)	5	EA	173-	865-
4.	Prunus Ilicifolia (15 gallon tree)	1	EA	139-	139-
5.	Quercus Agrifolia (15 gallon tree)	18	EA	153-	2295-
6.	Rhus Integrifolia (15 gallon tree)	1	EA	150-	150-
7.	Geijera Parviflora (15 gallon tree)	3	EA	124-	372-
8.	Arctostaphylos Glandulosa	4	EA	11-	44-
9.	Artemisa Californica	15	EA	10-	150-
10.	Asclepias Fascicularis	11	EA	11-	121-
11.	Atriplex Canescens	5	EA	10-	50-
12.	Baccharis Pilularis	8	EA	7-	56-
13.	Cistus Purpureus	12	EA	8-	96-
14.	Ceanothus Cyaneus	7	EA	11-	77-
15.	Encelia Californica	23	EA	10-	230-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16	Epilobium Canum	32	EA	10-	320-
17	Ericameria Cuneata	17	EA	11-	187-
18	Eriogonum Fasciculatum	24	EA	10-	240-
19.	Isocoma Menziesii	32	EA	12-	384-
20	Isomeris Arborea	13	EA	12-	156-
21	Juncus Acutus	31	EA	10-	310-
22.	Leymus Condensatus	10	EA	9-	90-
23.	Lotus Scoparius	13	EA	11-	143-
24.	Lupinus Chamissonis	19	EA	12-	228-
25	Nasella Cernua	16	EA	9-	144-
26	Rhamnus Californica	3	EA	9-	27-
27	Rhus Integrifolia	2	EA	10-	20-
28	Rhus Ovata	3	EA	10-	30-
29	Ribes Speciosum	17	EA	10-	170-
30	Salvia Apiana	17	EA	10-	170-
31.	Salvia Leucophylla	16	EA	10-	160-
32.	Salvia Mellifera	8	EA	10-	80-
33.	Irrigation	1	LS	54,964-	54,964-
34.	Plant Establishment	1	LS	4698-	4698-
35.	Stabilized Decomposed Granite Path and Edging	14050	SF	6-	84300-
36.	New Picket Fence	250	LF	72-	18000-
37	Repair Existing Picket Fences	1	LS	6925-	6925-

SUBTOTAL BASE BID (Items 1-37)

\$225,547.

MOBILIZATION

38.	Mobilization (Limited to 5% of the Sum of Items 1-37)	1	LS	11,046 -	11,046 -
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TOTAL BID (Items 1 – 37) + ITEM 38 MOBILIZATION

\$ 236,593 -

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? Yes Which racial minority? Hespanic
Is the Bidder a Women-Owned Business? No

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

e-bidboard

(Continued on Next Page)

EXHIBIT B

Workers Compensation Certificate

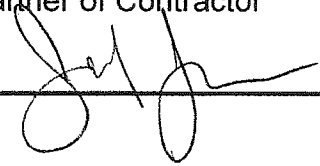
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Aramexx Construction

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



Title: President

Date: 7-8-2015

EXHIBIT C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
 - A. Policy Number: 7600014073141
 - B. Name of Insurer (NOT Broker): Everest National Insurance
 - C. Address of Insurer: 725 Town and County, Orange, CA
 - D. Telephone Number of Insurer: 714-371-9600

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Various
 - B. Automobile Liability Insurance Policy Number: BAS 56426805
 - C. Name of Insurer (NOT Broker): Ohio Security Insurance
 - D. Address of Insurer: 9450 Seward Rd. Fairfield, Ohio
 - E. Telephone Number of Insurer: 800-83-6446

- 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: 5

- 5) Estimated total wages to be paid those workers: 65,000.00

- 6) Dates (or schedule) when those wages will be paid: _____
Weekly
(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: _____
0


- 8) Taxpayer's Identification Number: 

EXHIBIT D

List of Subcontractors

APPENDIX "A"

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY <i>Aramexx Group Inc (Aramexx Construction)</i>		SALES/USE TAX PERMIT NUMBER [REDACTED]
BUSINESS ADDRESS (street) <i>500 East E St.</i>		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE <i>Ontario, CA 91764</i>		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address) <i>500 East E St.</i>		
CITY, STATE, & ZIP CODE <i>Ontario, CA 91764</i>		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

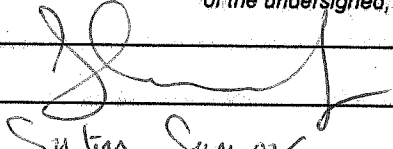
SECTION III - CERTIFICATION STATEMENT

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 <i>President</i>
NAME (typed or printed) <i>Sutan Samor</i>	DATE <i>9/14/15</i>

(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.

KNOW ALL MEN BY THESE PRESENTS: That we, **ARAMEXX GROUP, INC.**, a California corporation, as PRINCIPAL, and American Contractors Indemnity Company, located at 601 S. Figueroa Street, 16th Fl., Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of California, 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 TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED FIFTY SEVEN * , 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:

* & 00/100 DOLLARS (\$260,757.00)

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 **Termino Avenue Greenbelt Restoration Project** 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 September, 2015.

Aramexx Group Inc. dba Aramexx Construction
Contractor

By: [Signature]
Name: [Signature]
Title: President

By: _____
Name: _____
Title: _____

Approved as to form this 6th day of Oct., 2015.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

NOTE: 1.

Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

2.

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

American Contractors Indemnity Company
SURETY, admitted in California

By: [Signature]
Name: Stephanie Hoang
Title: Attorney-in-Fact

Telephone: (310)649-0990

Approved as to sufficiency this 5th day of October, 2015.

By: [Signature]
City Manager/City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California)

County of Orange)

On 9/23/15 before me, Barbara Copeland, Notary Public,

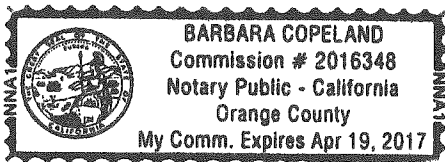
personally appeared Stephanie Hoang
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Barbara Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:

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 San Bernardino

On 9-30-15 before me, R. Gallardo Samour
(insert name and title of the officer)

personally appeared Salim Samour
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.

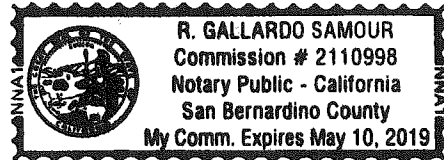
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:
Eric Lowey, Stephanie Hoang, Mark Richardson, Shawn Blume or Kevin Cathcart of Costa Mesa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Ten Million***** Dollars (\$ **10,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

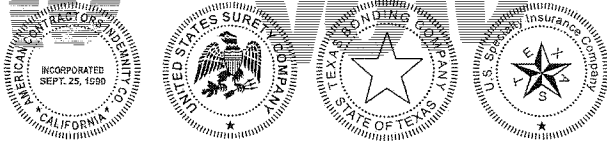
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

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 SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

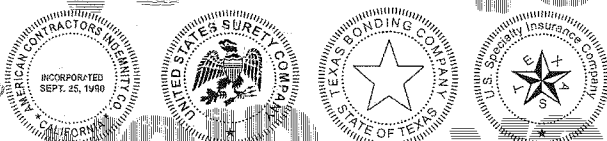
Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of September, 2015

Corporate Seals



Bond No. 1001006756
Agency No. 18200

[Signature]
Michael Chalekson, Assistant Secretary

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

Bond No. 1001006756
Premium: \$5,244.00
Executed in duplicate

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ARAMEXX GROUP, INC., a California corporation, as PRINCIPAL, and American Contractors *, located at 601 S. Figueroa Street, 16th Fl., Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED FIFTY SEVEN & 00/100 **, 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.

* Indemnity Company
**DOLLARS (\$260,757.00)

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Termino Avenue Greenbelt Restoration Project 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 September, 2015.

Aramexx Group Inc. dba Aramexx Construction
Contractor

By: _____
Name: Julian Sun
Title: President

By: _____
Name: _____
Title: _____

Approved as to form this 6th day of Oct., 2015.

CHARLES PARKIN, City Attorney
By: Jay J. Arleson
Deputy City Attorney

American Contractors Indemnity Company
SURETY, admitted in California

By: Stephanie Hoang
Name: Stephanie Hoang
Title: Attorney-in-Fact

Telephone: (310)649-0990

Approved as to sufficiency this 5th day of October, 2015.

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

State of California)

County of Orange)

On 9/23/15 before me, Barbara Copeland, Notary Public,

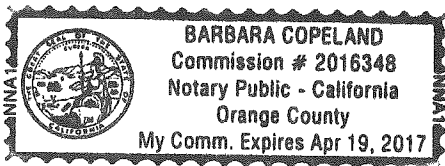
personally appeared Stephanie Hoang
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature: Barbara Copeland
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Hoang

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

Signer Is Representing: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

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 San Bernardino)

On 9-30-15 before me, R. Gallardo Samour
(insert name and title of the officer)

personally appeared Salim Samour
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.

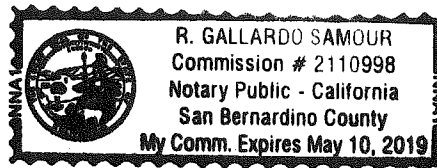
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Eric Lowey, Stephanie Hoang, Mark Richardson, Shawn Blume or Kevin Cathcart of Costa Mesa, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed ****Ten Million**** Dollars (\$ **10,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

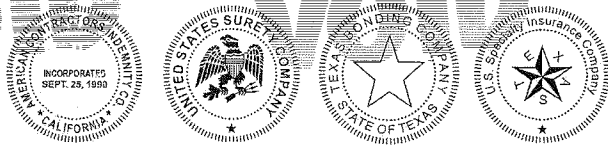
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

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 SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

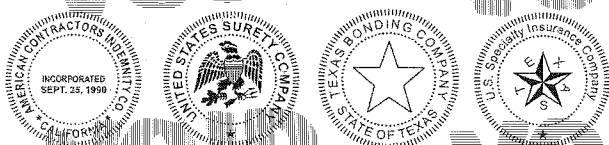
Signature (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of September, 2015.

Corporate Seals



Bond No. 1001006756
Agency No. 18200

Michael Chalekson, Assistant Secretary