

CONTRACT

29041

THIS CONTRACT is made and entered, in duplicate, as of December 9, 2004 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 December 7, 2004, by and between DAMON CONSTRUCTION, INC., a California corporation, whose address is 8851 Watson Street, Cypress, California 90630 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for Sidewalk Repairs, Curb Ramps and Related Improvements in the City of Long Beach, California," dated October 15, 2004, and published by the City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager did accept the bid of the Contractor; and

WHEREAS, the City Council has authorized the City Manager to enter into a contract with Contractor for furnishing the materials and doing the work described in Plans & Specifications No. R-6666;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, 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 "Plans & Specifications No. R-6666 for the Annual Contract for Sidewalk Repairs, Curb Ramps and Related Improvements in the City of Long Beach, California," said work to be performed according to the contract documents identified below. However, this Contract is intended to provide to the 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. City shall pay to Contractor the amount(s) for materials and work identified in the "Bid for the Annual Contract for Sidewalk Repairs, Curb

1 Ramps and Related Improvements in the City of Long Beach, California," attached hereto
2 as Exhibit "A" and incorporated herein by this reference.

3 Contractor shall submit appropriate requests for payment. City will make
4 progress payments in due course of payments in accordance with Section 9 of the
5 Standard Specifications (latest edition adopted by the City Council at the time of award).

6 3. CONTRACT DOCUMENTS. In addition to this Contract and its exhibits,
7 the contract documents include: the City's Section 3 Action Plan, the Notice Inviting Bids,
8 Plans & Specifications No. R-6666 (which may include by reference the Standard
9 Specifications for Public Works Construction and any supplements thereto and the City of
10 Long Beach amendments thereto, collectively referred to as the "Standard Specifications");
11 the City of Long Beach Standard Plans; the California Code of Regulations; the various
12 Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the
13 Bid; a bid bond or security; the City of Long Beach Disadvantaged, Minority and
14 Women-owned Business Enterprise Program; the City of Long Beach Affirmative Action
15 Program; this Contract and all documents attached hereto or referenced herein; Bond for
16 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications; any
18 permits required and issued for the work; and approved final design drawings and
19 documents. These contract documents are incorporated herein by reference.

20 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
21 or inconsistency exists or develops among or between contract documents, the following
22 priority shall govern: 1) the City's Section 3 Action Plan; 2) addenda and change orders; 3)
23 this Contract; 4) Permits from other public agencies; 5) Plans & Specifications No. R-6666;
24 6) the City of Long Beach Standard Plans; 7) Standard Specifications; 8) other reference
25 specifications; 9) other reference plans; 10) the bid; and 11) the Notice Inviting Bids.

26 4. TIME FOR CONTRACT. This Contract shall begin on January 1, 2005
27 and end on December 31, 2005. Contractor shall commence work on issuance of
28 sub-purchase orders and shall complete all work in accordance with the Specifications.

1 Time is of the essence hereunder. City will suffer damage if the work is not completed
2 within the time stated, but those damages would be difficult or impractical to determine.
3 So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract
4 Documents.

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

10 6. CERTIFICATIONS. A. Workers' Compensation. Concurrently herewith,
11 Contractor shall submit certification of Workers' Compensation coverage in accordance
12 with California Labor Code Sections 1860 and 3700. A copy of said certification is
13 attached hereto as Exhibit "B".

14 B. SECTION 3 "INTENT TO COMPLY". At the pre-construction conference
15 Contractor shall sign and submit the "Intent to Comply" Certification, in the form attached
16 hereto as Exhibit "C". After execution by Contractor, said Certification shall be
17 incorporated herein by this reference.

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

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

1 connected with the performance of the work.

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

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

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

17 B. Contractor is further directed to Exhibit "D" entitled "Davis-Bacon
18 Requirements" which is attached hereto and incorporated herein by this reference. If there
19 is any inconsistency between Exhibit "D" and the Specifications, then Exhibit "D" shall
20 govern.

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

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

7 C. Contractor shall comply with all laws, ordinances, rules, and regulations
8 pertaining to the Work, including specifically but not limited to Chapter 2.72 of the Long
9 Beach Municipal Code, Title 24 of the Code of Federal Regulations ("CFR") as it pertains
10 to the use of Community Block Grant funds, Executive Order 11246 of September 24, 1965
11 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of
12 October 13, 1967 and as supplemented in 41 CFR Chapter 60, the Copeland
13 "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in 29 CFR Part 3, Section 306 of the
14 Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Sections 103 and 107 of the
15 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), EPA regulations
16 at 40 CFR Part 15, any energy efficiency standards contained in a state energy
17 conservation plan issued in compliance with the federal Energy Policy and Conservation
18 Act, and the regulations in Exhibit "E" entitled "Section 3 Requirements" which is attached
19 hereto and incorporated herein by this reference.

20 D. City shall have the right to terminate this Contract for cause or for
21 convenience at any time by giving thirty (30) calendar days prior notice to Contractor. In
22 addition, if Contractor violates any federal regulation relating to this Contract, City may (a)
23 temporarily withhold payment to Contractor pending correction of the violation and, with
24 respect to failure to submit the information and documentation required by the City's
25 Section 3 Action Plan, temporarily withhold payment to Contractor until said information
26 and documentation is submitted, (b) disallow all or any portion of the cost of work found
27 to be in violation, or (c) immediately terminate this Contract notwithstanding the 30-day
28 notice provision. If this Contract is terminated using the 30-day notice provision, then City

1 shall pay Contractor as stated above.

2 E. The Work to be performed under this Contract is subject to the
3 requirements of Section 3 of the Housing and Urban Development Act of 1968, as
4 amended, 12 U.S.C. 1701u ("Section 3"), and the regulations which implement it (24 CFR
5 Part 135). The purpose of Section 3 is to ensure that employment and other economic
6 opportunities generated by the U.S. Department of Housing and Urban Development
7 ("HUD") assistance or HUD-assisted projects covered by Section 3, shall, to the greatest
8 extent feasible, be direct to low- and very low-income persons, particularly persons who
9 are recipients of HUD assistance for housing.

10 The parties to this Contract agree to comply with HUD's regulations in 24
11 CFR Part 135, which implement Section 3. As evidenced by their execution of this
12 Contract, the parties to this Contract certify that they are under no contractual or other
13 impediment that would prevent them from complying with the Part 135 regulations.

14 Contractor agrees to send to each labor organization or representative or
15 workers with which Contractor has a collective bargaining agreement or other
16 understanding, if any, a notice advising the labor organization or workers' representative
17 of Contractor's commitments under this Section 3 clause, and will post copies of the notice
18 in conspicuous places at the work site where both employees and applicants for training
19 and employment positions can see the notice. The notice shall describe the Section 3
20 preference, shall set forth minimum number and job titles subject to hire, availability of
21 apprenticeship and training positions, the qualifications for each, and the name and
22 location of the person(s) taking applications for each of the positions, and the anticipated
23 date the Work will begin.

24 Contractor agrees to include this Section 3 clause in every subcontract
25 subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate
26 action, as provided in an applicable provision of the subcontract or in this Section 3 clause,
27 upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135.
28 Contractor will not subcontract with any subcontractor where Contractor has notice or

1 knowledge that the subcontractor has been found in violation of the regulations in 24 CFR
2 Part 135.

3 Contractor will certify that any vacant employment positions, including training
4 positions, that are filled (1) after Contractor is selected but before this Contract is executed,
5 and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require
6 employment opportunities to be directed, were not filled to circumvent Contractor's
7 obligations under 24 CFR Part 135.

8 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in
9 sanctions, termination of this Contract for default, as described elsewhere in this Contract,
10 and debarment or suspension from future HUD-assisted contracts.

11 With respect to work performed in connection with Section 3-covered Indian
12 housing assistance, Section 7(b) of the Indian Self-Determination and Education
13 Assistance Act, 25 U.S.C. 450e, also applies to the work to be performed under this
14 Contract. Section 7(b) requires that to the greatest extent feasible (1) preference and
15 opportunities for training and employment shall be given to Indians, and (2) preference in
16 the award of contracts and subcontracts shall be given to Indian organizations and
17 Indian-owned economic enterprises. The parties to this Contract that are subject to the
18 provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum
19 extent feasible, but no in derogation of compliance with Section 7(b).

20 F. Without limiting Contractor's general obligations to comply with Section 3,
21 Contractor's attention is directed to the following specific obligations in the City's Section 3
22 Action Plan, which Contractor shall perform:

23 (1) Distribute to all tiers of sub-contractors information relating to
24 Section 3 that is provided by the City to Contractor;

25 (2) Require proof of eligibility to qualify as Section 3 residents from
26 those residents claiming to qualify;

27 (3) Designate personnel on the Work site to account accurately for
28 and to submit Employee Information Forms, also known as "new hire forms",

1 as defined in the City's Section 3 Action Plan, which Contractor may obtain
2 from the City;

3 (4) Submit to the City all information and documentation required in
4 the City's Section 3 Action Plan;

5 (5) Inform all of Contractor's employees that they are working on a
6 Section 3 project and that any employee avoiding Section 3 Program
7 Administrators who are attempting to conduct interviews at the work site (as
8 long as Work is not being disrupted) is a violation of Davis-Bacon
9 requirements and may subject Contractor to breach of contract;

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

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

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

1 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
2 each subcontractor to keep an accurate payroll record in accordance with Division 2,
3 Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record
4 to City in the manner provided herein for notices shall entitle City to withhold the penalty
5 prescribed by law from progress payments due to Contractor.

6 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the
7 contrary in the Standard Specifications, Contractor shall have the responsibility, care and
8 custody of the work. If any loss or damage occurs to the work that is not covered by
9 collectible commercial insurance, excluding loss or damage caused by the negligence or
10 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the
11 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
12 the City whole or pay, then City may do so and the cost and expense of doing so shall be
13 deducted from the amount due Contractor from City hereunder.

14 18. CONTINUATION. Termination or expiration of this Contract shall not
15 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
16 prior to termination or expiration of this Contract.

17 19. TAX REPORTING. As required by federal and state law, City is
18 obligated to report the payment of compensation to Contractor on Form 1099-Misc.
19 Contractor shall be solely responsible for payment of all federal and state taxes resulting
20 from payments under this Contract. Contractor's Social Security Number or Employer
21 Identification Number is [REDACTED].

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

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

1 Comptroller General shall have the right at all reasonable times to examine, audit, make
2 excerpts and transcriptions from any books, records, documents, and papers of Contractor
3 that are directly pertinent to this Contract. Contractor must retain all books, records,
4 documents, and papers that are directly pertinent to this Contract for three (3) years after
5 City makes final payment.

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

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

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

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

26 26. GOVERNING LAW. This Contract shall be governed by and construed
27 pursuant to the laws of the State of California (except those provisions of California law
28 pertaining to conflicts of laws and the laws enumerated in Subsection 12C above).

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

8 29. NONDISCRIMINATION. In connection with performance of this Contract
9 and subject to applicable rules and regulations, Contractor shall not discriminate against
10 any employee or applicant for employment on the basis of race, religion, national origin,
11 color, age, sex, sexual orientation, AIDS, HIV status, handicap or disability. Contractor
12 shall ensure that applicants are employed, and that employees are treated during their
13 employment without regard to these bases. Such actions shall include but not be limited
14 to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay
15 and selection for training. It is the policy of the City to encourage the participation of
16 Disadvantaged, Minority and Women-owned Business Enterprises and the City
17 encourages Contractor to use its best efforts to carry out this policy in the award of all
18 subcontracts.

19 30. TAX COOPERATION. Contractor shall cooperate with the City in all
20 matters relating to taxation and the collection of taxes, particularly with respect to the
21 self-accrual of use tax. Additional information regarding self-accrual is available from the
22 City upon request.

23 31. DEFAULT. Default shall include but not be limited to Contractor's failure
24 to perform in accordance with the Plans and Specifications, failure to comply with any
25 contract document, failure to pay any penalties, fines or charges assessed against the
26 Contractor by any public agency, failure to pay any charges or fees for services performed
27 by the City, and if Contractor has substituted any security in lieu of retention, then default
28 shall also include City's receipt of a stop notice. If default occurs and Contractor has

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 substituted any security in lieu of retention, then in addition to City's other legal remedies,
2 City shall have the right to draw on the security in accordance with Public Contract Code
3 Section 22300 and without further notice to Contractor. If default occurs and Contractor
4 has not substituted any security in lieu of retention, then City shall have all legal remedies
5 available to it.

6 32. NO POLITICAL PURPOSE. Contractor shall not use any Community
7 Development Block Grant funds received under this Contract for political campaign
8 contributions, promotion of political candidates, or any other political purpose.

9 IN WITNESS WHEREOF, the parties hereto have caused these presents to
10 be duly executed with all of the formalities required by law as of the date first stated above.

11 DAMON CONSTRUCTION, INC., a California
12 corporation

12 January 25, 2005

13 By



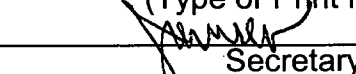
President

MARGARET ANN RULLO

(Type or Print Name)

14 January 25, 2005

15 By



Secretary

JOSEPH RULLO

(Type or Print Name)

17 "Contractor"

18 CITY OF LONG BEACH, a municipal corporation

19 2.28, 2005

20 By



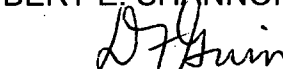
City Manager

21 "City"

22 This Contract is approved as to form on 2/17, 2005.

23 ROBERT E. SHANNON, City Attorney

24 By



Senior Deputy

BIDDER'S NAME: DAMON CONST. CO.

**BID FOR THE
ANNUAL CONTRACT FOR SIDEWALK REPAIRS,
CURB RAMPS, AND RELATED IMPROVEMENTS
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 November 10, 2004, 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-6666 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	20	Ea	400.00	8,000.00
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	10	Ea	400.00	4,000.00
3.	Manhole Step	30	Ea	100.00	3,000.00
4.	Adjust Water Valve Box & Cover and Meter Box & Cover	90	Ea	85.00	7,650.00
5.	Reconstruct Water Valve Box & Cover	10	Ea	150.00	1,500.00
6.	Adjust Gas Valve Box & Cover	10	Ea	85.00	850.00
7.	Replace Pull Box	150	Ea	200.00	30,000.00
8.	Survey Monument Type C with Casting & Cover	5	Ea	360.00	1,800.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Install Survey Monument Casting & Cover	5	Ea	500.00	2,500.00
10.	Adjust Survey Monument Casting & Cover	5	Ea	400.00	2,000.00
11.	Survey Bench Mark, Type 1	5	Ea	400.00	2,000.00
12.	Curb Drain	10	Ea	350.00	3,500.00
13.	Pavement Grinding 6" wide, 1" Average Depth	200	LF	20.00	4,000.00
14.	Root Pruning, 14" Deep	15,600	LF	10.80	168,480.00
15.	Root Pruning, 26" Deep	1,200	LF	15.00	18,000.00
16.	Tree Pruning	1,400	Ea	175.00	245,000.00
17.	Tree Removal up to 24" Diameter Trunk	15	Ea	518.00	7,770.00
18.	Tree Removal, 25" to 36" Diameter Trunk	35	Ea	800.00	28,000.00
19.	P.C.C. Curb, GB Type A1	7,000	LF	19.00	126,000.00
20.	P.C.C. Curb, GB Type A1, Integral	2,000	LF	18.00	36,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21.	P.C.C. Curb & Gutter, GB Type A2, W = 1.5'	10,000	LF	25.00	250,000.00
22.	P.C.C. Curb & Gutter, GB Type A2, W = 2'	1,000	LF	30.00	30,000.00
23.	P.C.C. Sidewalk, 3" Thick	620,000	SF	4.39	2,715,600.00
24.	P.C.C. Driveway Apron, 4" Thick	6,000	SF	5.00	30,000.00
25.	P.C.C. Driveway Apron, 6" Thick	2,000	SF	6.00	12,000.00
26.	P.C.C. Pavement, 6" Thick	180,000	SF	6.00	1,080,000.00 1,080,000.00
27.	P.C.C. Cross Gutter, 8" Thick	2,000	SF	9.25	18,500.00
28.	Curb Painting	2,000	LF	2.50	5,000.00
TOTAL AMOUNT BID				\$4,841,150.00	

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

DODGE CONSTRUCTION NEWS "GREEN

SHEET "

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:

DAMON CONST. CO.

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

Margaret Ann Rullo
MARGARET ANN RULLO

Title: PRESIDENT

Date: 03/23/05

EXHIBIT B

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

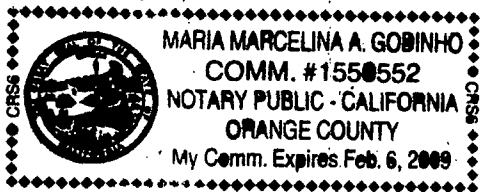
State of CALIFORNIA

County of ORANGE

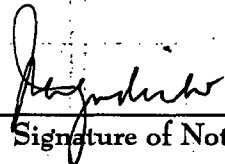
On 03/23/05 before me, MARIA MARCELINA A GODINHO, NOTARY PUBLIC,
personally appeared MARGARET ANN RULLO, PRESIDENT,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.


Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ LIMITED

OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)



CONTRACTOR "INTENT TO COMPLY" CERTIFICATION

The prime contractor, scheduled to perform the scheduled scope of work identified in the specified contract, for construction on the R-6666-ANNUAL CONTRACT FOR S/W REPAIRS project,
(Name of construction project)

has been informed by the City of Long Beach, and hereby acknowledges, that this construction project is a Section 3 covered project. A Section 3 covered project is the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance, where the total amount of the HUD assistance exceeds \$200,000 and the individual contract or sub-contract amount exceeds \$100,000. Both conditions must be present. [24 CFR Section 135.3(a)(3)(ii)(A-C)]

The prime contractor also acknowledges that it is responsible for full compliance of all Section 3 requirements and regulations by all contractors, sub-contractors and lower tier contractors performing work on this construction project.

It is the City of Long Beach's policy that contractors perform hiring practices with the required Section 3 order of preferences described in Section 3.5(a) & (b) of the City's Section 3 Action Plan. The prime contractor understands that the order of preference is: (1) service area Section 3 residents, (2) participants in HUD Youthbuild programs, (3) homeless service area residents (when applicable), and (4) other eligible Section 3 residents.

The prime contractor understands that non-compliance and willful violations of Section 3 and related regulations by itself, its sub-contractors and or lower tier contractors will result in corrective measures taken by the City of Long Beach to achieve compliance, including suspension or withholding of contractor payments.

I, MARGARET ANN RULLO, for DAMON CONST. CO.
(Owner, Officer or General Partner) (Company name)

attended the pre-construction conference for the R-6666 ANNUAL CONTRACT, acknowledge
(Name of construction project)

that the DAMON CONST. CO. understands and commits to comply with Section 3
(Company name)

and related requirements and regulations for this project.

Margaret Ann Rullo
(Signature of Contractor)

03/25/05
(Date)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

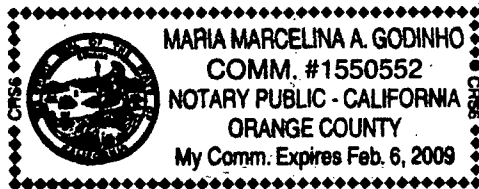
County of ORANGE

On 03/23/05 before me, MARIA MARCELINA A GODINHO, NOTARY PUBLIC,

personally appeared MARGARET ANN RULLO, PRESIDENT,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.

[Signature]

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ LIMITED

OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

EXHIBIT "D"

DAVIS-BACON REQUIREMENTS



The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR Part 5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particularly weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in this classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work, preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act) daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR Part 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
- (ii) (a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
- (d) The falsification of any of the above certifications may be subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The Contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the worksite in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the worksite in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination, in the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) **Trainees.** Except as provided in 29 CFR Part 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the worksite shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not specify fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the worksite in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity of Executive Order 11246, as amended, and 29 CFR Part 30.
5. **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
6. **Subcontracts.** The Contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the correct clauses in 29 CFR Part 5.5.
7. **Contracts Termination; Debarment.** A breach of the contract clauses in 29 CFR Part 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR Part 5.12.
8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. **Dispute Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
10. **Certification of Eligibility.** (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR Part 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR Part 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in par "whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utter, or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his or her employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

1. **Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek.
2. **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph 1 of this paragraph, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph 1 of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph 1 of this paragraph.
3. **Withholding for Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 2 of this paragraph.
4. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph 1 through 4 of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 1 through 4 of this paragraph.

C. Health and Safety.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29, Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
3. The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Exhibit "E"

Housing and Urban Development Act Section 3 Requirements

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract in excess of \$100,000, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations of 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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 1/2 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 J. A. CADDEN TRUCKING

Address 8323 S. SAN PEDRO ST

City Los Angeles

Phone No. 323-750-9944

TRUCKING & HAULING

Dollar Amount of Contract \$ 120,000.00

☒ DBE / ☐ MBE / ☐ WBE / Racial Origin #7982
(circle one)

License No. _____

Name CASE LAND SURVEY

Address 1010 N. BATAVIA ST

City ORANGE

Phone No. 714-628-8948

SURVEY

Dollar Amount of Contract \$ 10,000.00

☐ DBE / ☐ MBE / ☐ WBE / Racial Origin _____
(circle one)

License No. L 5411

Name TRAVERS TREE SERVICE

Address PARAS VERDES PENINSULA

City _____

Phone No. _____

Dollar Amount of Contract \$ 240,000.00

☐ DBE / ☐ MBE / ☐ WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

☐ DBE / ☐ MBE / ☐ WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

☐ DBE / ☐ MBE / ☐ WBE / Racial Origin _____
(circle one)

License No. _____

Name _____

Address _____

City _____

Phone No. _____

Dollar Amount of Contract \$ _____

☐ DBE / ☐ MBE / ☐ WBE / Racial Origin _____
(circle one)

License No. _____

EXECUTED IN DUPLICATE

LABOR AND MATERIAL BOND

BOND NO: SU 501 3229
PREMIUM INCLUDED IN PERFORMANCE
BOND

KNOW ALL MEN BY THESE PRESENTS: That we, DAMON CONST. CO., as PRINCIPAL, and
ARCH INSURANCE COMPANY, located at 135 NORTH LOS ROBLES
SUITE 825 PASADENA, CA 91101

, a corporation, incorporated under the laws of
the State of MISSOURI, 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 FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$ 5,500,000.00), 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 ANNUAL CONTRACT FOR SIDEWALK REPAIRS, CURB RAMPS AND RELATED IMPROVEMENTS (R-6666) and
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 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 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 11TH day of FEBRUARY, 2005.

DAMON CONST. CO.

ARCH INSURANCE COMPANY

SURETY, admitted in California

By: Margaret Ann Rullo

By: Brooke Lafrenz

Name: MARGARET ANN RULLO

Name: BROOKE LAFRENZ

Title: PRESIDENT

Title: ATTORNEY-IN-FACT

By: Joseph Rullo

Telephone: 626-639-5200

Name: JOSEPH RULLO

Title: SECRETARY/TREASURER

Approved as to form this 17th day
of Feb., 2005.

Approved as to sufficiency this 23 day
of February, 2005.

ROBERT E. SHANNON, City Attorney

By: Robert E. Shannon
Senior Deputy

By: Michael G. ...
City Manager/City Engineer

NOTE: 1. Execution 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 and, 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.

DFG:rjr 01/10/05 #04-04552

L:\APPS\CityLaw32\WPDOCS\0101\0004\00069239.WPD

Company Profile

ARCH INSURANCE COMPANY

ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NY 10006
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN
FIRST INSURANCE COMPANY **Effective Date:** 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY **Effective Date:** 01-05-1987

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS
ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	<u>1279</u>
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

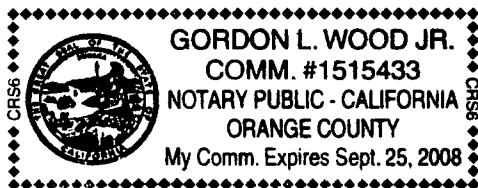
County of ORANGE

On 2/11/2005 before me, GORDON L. WOOD JR., NOTARY PUBLIC,

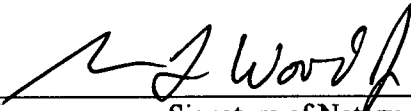
personally appeared MARGARET ANN RULLO, PRESIDENT,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.


Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

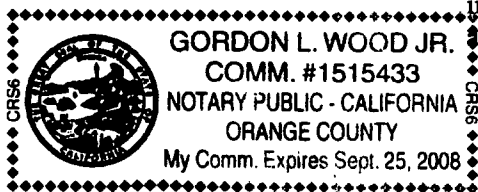
County of ORANGE

On 2/11/2005 before me, GORDON L. WOOD JR., NOTARY PUBLIC,

personally appeared JOSEPH ROBERT RULLO, SECRETARY/TREASURER,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

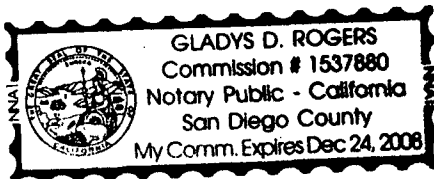
State of CALIFORNIA

County of SAN DIEGO

On 11 FEBRUARY 2005 before me, GLADYS D. ROGERS, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BROOKE LAFRENZ
Name(s) of Signer(s)

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



WITNESS my hand and official seal.


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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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:

SURETY

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Jeanette Seidl, Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas and Ingrid Erika Crosby of San Diego, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of June, 2004.

Arch Insurance Company

Attested and Certified



A handwritten signature of Joseph S. Labell in black ink.

Joseph S. Labell, Corporate Secretary

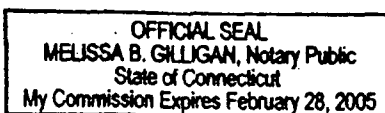
A handwritten signature of Thomas P. Luckstone in black ink.

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

A handwritten signature of Melissa B. Gilligan in black ink.

Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 9, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11TH day of FEBRUARY, 2005.

A handwritten signature of Joseph S. Labell in black ink.

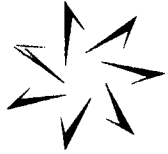
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

00ML0013 00 03 03



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.

KNOW ALL MEN BY THESE PRESENTS: That we, **DAMON CONST. CO.**, as PRINCIPAL, and **ARCH INSURANCE COMPANY**, located at **135 NORTH LOS ROBLES SUITE 825 PASADENA, CA 91101**, a corporation, incorporated under the laws of the State of **MISSOURI**, 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 **FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$ 5,500,000.00)**, 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 **ANNUAL CONTRACT FOR SIDEWALK REPAIRS, CURB RAMPS AND RELATED IMPROVEMENTS (R-6666)** 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 **11TH** day of **FEBRUARY**, 2005.

DAMON CONST. CO.

By: *Margaret Ann Rullo*
Name: MARGARET ANN RULLO
Title: PRESIDENT
By: *Joseph Rullo*
Name: JOSEPH RULLO
Title: SECRETARY/TREASURER

Approved as to form this 17th day
of Feb., 2005.

ROBERT E. SHANNON, City Attorney

By: *D. J. Guin*
Senior Deputy

ARCH INSURANCE COMPANY

SURETY, admitted in California
By: *Brooke LaFrenz*
Name: BROOKE LAFRENTZ
Title: ATTORNEY-IN-FACT
Telephone: 626-639-5200

Approved as to sufficiency this 23 day
of February, 2005.

By: *Michael J. [Signature]*
City Manager/Chief Engineer

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

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

DFG:rjr 01/10/05 #04-04552L:\APPS\CtyLaw32\WPD0CS\0010\0004\00069240.WPD

Company Profile

ARCH INSURANCE COMPANY
ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NY 10006
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA AMERICAN
FIRST INSURANCE COMPANY **Effective Date:** 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY **Effective Date:** 01-05-1987

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS
ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	<u>1279</u>
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE
LIABILITY
MARINE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

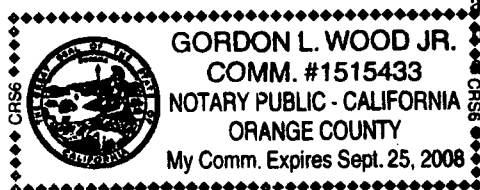
County of ORANGE

On 2/11/2005 before me, GORDON L. WOOD JR., NOTARY PUBLIC,

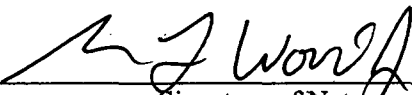
personally appeared MARGARET ANN RULLO, PRESIDENT,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.


Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA

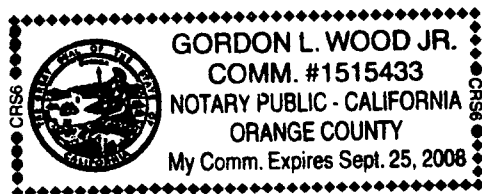
County of ORANGE

On 2/11/2005 before me, GORDON L. WOOD JR., NOTARY PUBLIC,

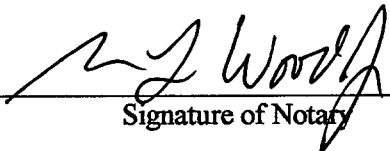
personally appeared JOSEPH ROBERT RULLO, SECRETARY/TREASURER,

☒ personally known to me -OR- ☐

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



WITNESS my hand and official seal.


Signature of Notary

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

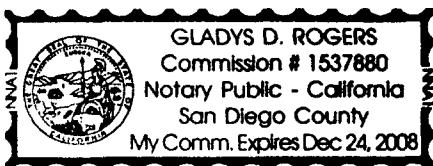
State of CALIFORNIA

County of SAN DIEGO

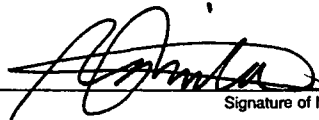
On 11 FEBRUARY 2005 before me, GLADYS D. ROGERS, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared BROOKE LAFRENZ
Name(s) of Signer(s)

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



WITNESS my hand and official seal.


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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

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:

SURETY

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Jeanette Seidl, Brooke Lafrenz, Larry D. Cogdill, Michael W. Thomas and Ingrid Erika Crosby of San Diego, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 9th day of June, 2004.

Arch Insurance Company

Attested and Certified



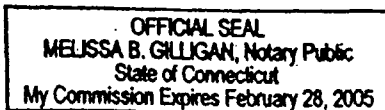

Joseph S. Labell, Corporate Secretary

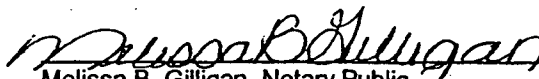

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.




Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 9, 2004 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11TH day of FEBRUARY, 2005.

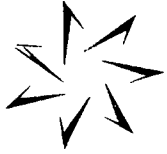

Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

00ML0013 00 03 03



ARCH Insurance Company

ARCH Surety

NOTICE – DISCLOSURE OF TERRORISM PREMIUM

In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Arch Insurance Company is the surety.

DISCLOSURE OF PREMIUM

The portion of the premium attributable to coverage for terrorist acts certified under the Act is Zero Dollars (\$0.00).

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

The United States will pay ninety percent (90%) of covered terrorism losses exceeding the applicable insurer deductible.