

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

CONTRACT

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THIS CONTRACT is made and entered, in duplicate, as of June 22, 2006 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 June 20, 2006, by and between UNITED STORM WATER, INC., a California corporation, whose address is 14000 East Valley Boulevard, City of Anaheim, California 91746 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California," dated April 26, 2006, and published by the City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6694;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment, and transportation for the work described in "Plans & Specifications No. R-6694 for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services 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 Contractor's "Bid for the Annual Contract for Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach,

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1 California," attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS. The Contract Documents include: The
6 Notice Inviting Bids, Plans & Specifications No. R-6694 (which may include by reference
7 the Standard Specifications for Public Works Construction, latest edition, and any
8 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach
9 Standard Plans; Plans and Drawings No. None for this work; the California Code of
10 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;
11 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,
12 Minority and Women-owned Business Enterprise Program; this Contract and all documents
13 attached hereto or referenced herein including but not limited to insurance; Bond for
14 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
15 addenda or change orders issued in accordance with the Standard Specifications; any
16 permits required and issued for the work; approved final design drawings and documents;
17 and the Information Sheet. These Contract Documents are incorporated herein by the
18 above reference and form a part of this Contract.

19 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
20 or inconsistency exists or develops among or between Contract Documents, the following
21 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
22 agencies; 4) Plans & Specifications No. R-6694; 5) Addenda; 6) Plans and Drawings No.
23 None; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other
24 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting
25 Bids.

26 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
27 be specified in a written "Notice to Proceed" from the City and shall complete all work
28 during the term of the contract, specifically, July 1, 2006 through June 30, 2007, subject

1 to strikes, lockouts and events beyond the control of Contractor. Time is of the essence
2 hereunder. City will suffer damage if the work is not completed within the time stated, but
3 those damages would be difficult or impractical to determine. So, Contractor shall pay to
4 City, as liquidated damages, the amount stated in the Contract 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
8 of 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. WORKERS' COMPENSATION CERTIFICATION. 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 which is attached hereto as
13 Exhibit "B".

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

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

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

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

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

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

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

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

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

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

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

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

23 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
24 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part
25 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City
26 in the manner provided herein for notices shall entitle City to withhold the penalty
27 prescribed by law from progress payments due to Contractor.

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the

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

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

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

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

27 In completing the form and obtaining the permit(s), Contractor shall use the
28 address of the Work site as its business address and may use any address for its mailing

1 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.
2 The form must be submitted and the permit(s) obtained as soon as Contractor receives a
3 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000
4 from vendors outside California until the form is submitted and the permit(s) obtained and,
5 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor
6 shall make all purchases from the Long Beach sales office of its vendors if those vendors
7 have a Long Beach office and all purchases made by Contractor under this Contract which
8 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.
9 Contractor shall require the same form and permit(s) from its subcontractors.

10 Contractor shall not be entitled to and by signing this Contract waives any
11 claim or damages for delay against City if Contractor does not timely submit these forms
12 to the appropriate governmental entity. Contractor may contact the City Controller at (562)
13 570-6450 for assistance with the form.

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

17 21. AUDIT. If payment of any part of the consideration for this Contract is
18 made with federal, state, or county funds and a condition to the use of those funds by City
19 is a requirement that the City render an accounting or otherwise account for said funds,
20 then City shall have the right at all reasonable times to examine, audit, inspect, review,
21 extract information from, and copy all books, records, accounts, and other information
22 relating to this Contract.

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the parties
27 to benefit themselves only and is not in any way intended or designed to or entered for the
28 purpose of creating any benefit or right of any kind for any person or entity that is not a

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1 party to this Contract.

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

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

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

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

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

25 29. NONDISCRIMINATION. In connection with performance of this Contract
26 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
27 employment or in the performance of this Contract on the basis of race, religion, national
28 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the

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1 policy of the City to encourage the participation of Disadvantaged, Minority and Women-
2 owned Business Enterprises and the City encourages Contractor to use its best efforts to
3 carry out this policy in the award of all subcontracts.

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

15 IN WITNESS WHEREOF, the parties have caused this document to be duly

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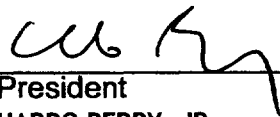
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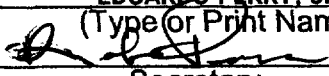
executed with all formalities required by law as of the date first stated above.

UNITED STORM WATER, INC., a California corporation

July 12, 2006

By 
President

July 12, 2006

By 
Secretary
BOB PINA
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Aug 18, 2006

By 
City Manager

"City"

This Contract is approved as to form on 8/14, 2006.

ROBERT E. SHANNON, City Attorney

By 
Senior Deputy

DFG:bg 6/28/06(AGR_UnitedStormWater)05-05519
(L:\APPS\CtyLaw32\WPDOCS\LD027\PO04\00091133.WPD)

Contractor's Bid

EXHIBIT "A"

TABULATION OF UNIT COSTS FOR
THE ANNUAL CONTRACT FOR MUNICIPAL SEPARATE STORM DRAIN
SYSTEM MAINTENANCE AND REPAIR SERVICES IN THE CITY OF
LONG BEACH, CALIFORNIA IN ACCORDANCE WITH
PLANS AND SPECIFICATIONS NO. R-6694

UNITED STORM WATER, INC.
14000 E. VALLEY BLVD.
CITY OF INDUSTRY, CA 9174
(877) 717-8676

<u>BID ITEMS</u>	<u>QUANTITY</u>	<u>UNIT COST</u>
1. Maintenance and Monitoring of Pump Stations	EA	\$6,000.00
2. Maintenance and Monitoring of Open Storm Drain Channels	EA	\$9,000.00
3. Maintenance and Monitoring of Catch Basin Inlets	EA	\$100.00
4. Inspection of Storm Drain Pipes	LF	\$0.55

EXHIBIT "A"

EM
7/27/06

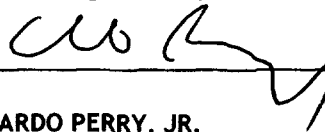
WORKERS' COMPENSATION CERTIFICATION

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:

UNITED STORM WATER, INC.

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



Title: EDUARDO PERRY, JR.

Date: 7/12/06

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1) Workers' Compensation Insurance:

- A. Policy Number: NWC C44490458
- B. Name of Insurer (NOT Broker): UNITED STORMWATER, INC.
- C. Address of Insurer: 14000 E. VALLEY BLVD. CITY OF INDUSTRY, CA 91746
- D. Telephone Number of Insurer: (877)717-8676

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

- A. VIN (Vehicle Identification Number): SEE ATTACHMENT
- B. Automobile Liability Insurance Policy Number: BAP525843303
- C. Name of Insurer (NOT Broker): UNITED STORM WATER, INC.
- D. Address of Insurer: 14000 E. VALLEY BLVD. CITY OF INDUSTRY, CA 91746
- E. Telephone Number of Insurer: (877)717-8676

3) Address of property used to house workers on this Contract, if any:

N/A

- 4) Estimated total number of workers to be employed on this Contract: 18
- 5) Estimated total wages to be paid those workers: UNKNOWN
- 6) Dates (or schedule) when those wages will be paid: WEEKLY

(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: 2
(Attach a list of contractor's license numbers with the names, if known)

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

Exhibit "D"

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <u>UNITED PUMPING SERVICE</u> Address <u>14000 E. VALLEY BLVD.</u> City <u>CITY OF INDUSTRY, CA 91746</u> Phone No. <u>(877)717-8676</u>	<u>TRUCKS AND EQUIPMENT</u> Dollar Amount of Contract \$ <u>-</u> DBE / MBE / WBE / Racial Origin <u>-</u> <small>(circle one)</small> License No. <u>617639</u>
Name <u>INNERLINE ENGINEERING</u> Address <u>37693 OXFORD DR.</u> City <u>MURRIETA, CA 92562</u> Phone No. <u>(951)830-8310</u>	<u>PIPE INSPECTION (CCTV)</u> Dollar Amount of Contract \$ <u>-</u> DBE / MBE / WBE / Racial Origin <u>-</u> <small>(circle one)</small> License No. <u>A790418</u>
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____

** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

APPENDIX "A"

BOE-400-DP (FRONT) REV 1. (10-01)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

Please Type or Print Clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

CALIFORNIA STATE BOARD OF EQUALIZATION
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

THIS PERMIT DOES NOT AUTHORIZE THE HOLDER TO ENGAGE IN ANY BUSINESS CONTRARY TO LAWS REGULATING THAT BUSINESS OR TO POSSESS OR OPERATE ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW SECTION 7051.3 TO SELF-ASSESS AND PAY USE TAX DIRECTLY TO THE STATE OF CALIFORNIA

THIS PERMIT IS NOT A SELLER'S PERMIT TO ENGAGE IN SALES OF TANGIBLE PERSONAL PROPERTY

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS, OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by application for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40215; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45987; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651; Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751; Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381; Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161; Health & Safety Code, Sections 25290-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This information is used for the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Dept. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

AW8110

BAPN 04 28

Use Tax Direct Payment Exemption Certificate

I hereby certify that I hold use tax direct payment permit No. _____ issued pursuant to California Sales and Use Tax Law Section 7051.3 and that I am authorized to report and pay directly to the State the applicable use tax with respect to the property described herein which I shall purchase from:

(Name of Vendor)

(Address of Vendor)

In the event that I fail to timely report and pay the applicable tax to the State, I understand and agree that in addition to the tax liability, I will be liable for applicable interest and the amount due may be subject to penalties.

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

This exemption certificate when timely taken in good faith from a person who holds a use tax direct payment permit relieves a vendor from the requirement to collect and remit USE TAX on sales or leases of tangible personal property (other than leases of motor vehicles subject to the terms of Section 7205.1 of the Sales and Use Tax Law) to the person who issued the certificate. It does NOT relieve a vendor of any SALES TAX obligations. Generally, this certificate should be accepted only by out-of-state vendors or by lessors of tangible personal property other than motor vehicle lessors. Sellers can claim a deduction on their sales and use tax returns for any sales made under this certificate.

Vendors must retain a completed copy of this certificate in their files for a period of not less than four years to substantiate the exempt status of sales made under its authority.

This Exemption Certificate has been approved by the California State Board of Equalization.

Approved By: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

Questions regarding this form should be directed to 800 400-7115, or write to the Board of Equalization, Audit Evaluation and Planning Section, MIC 40, P.O. Box 942879, Sacramento, Ca 94279-0040.

THIS FORM MAY BE REPRODUCED

BOND FOR FAITHFUL PERFORMANCE

Executed in Duplicate

KNOW ALL MEN BY THESE PRESENTS: That we, **UNITED STORM WATER, INC.**, as PRINCIPAL, and Arch Insurance Company, located at 14000 East Valley Boulevard, City of Anaheim, California 91746, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of ONE MILLION DOLLARS (\$1,000,000.00), 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 Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California 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 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 27th day of July, 2006.

United Storm Water, Inc.
CONTRACTOR/PRINCIPAL

Arch Insurance Company
SURETY, admitted in California

By: [Signature]
Name: EDUARDO PERRY JR
Title: PRESIDENT

By: [Signature]
Name: Raymond E. Gail
Title: Attorney-in-fact

By: [Signature]
Name: Robert Pina
Title: Secretary

Telephone: 626-639-5200

Approved as to form this 14th day
of Aug., 2006.

Approved as to sufficiency this ____ day
of _____, 2006.

ROBERT E. SHANNON, City Attorney
By: [Signature]
Senior Deputy

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL - PURPOSE ACKNOWLEDGMENT

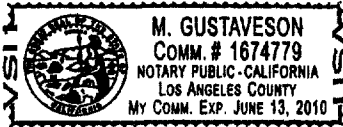
State of California

County of Los Angeles

On 7/27/06 before me, M. Gustaveson, Notary Public
NAME, TITLE OF OFFICER

personally appeared _____
Raymond E. Gail
NAME 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]
(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/OWNER
- CORPORATE OFFICER

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

TITLE(S)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

Arch Insurance Company

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

Adam Feinberg, Michael G. Hall, Lawrence W. Carlstrom, Raymond E. Gail, Michael E. Cundiff, R.G. Park, Susan E. Morales, George A. Munana, Eric Schmalz and David A. Eliassen of Pasadena, 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 Vice President, the seal of the Company, and certifications by the Vice President, 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 12th day of April, 2005.

Arch Insurance Company

Attested and Certified



Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Edward M. Titus
Edward M. Titus, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kate Marcinkus, a Notary Public, do hereby certify that Edward M. Titus and Mary Jeanne Anderson personally known to me to be the same persons whose names are Vice Presidents 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.



Kathleen Marcinkus
Kathleen Marcinkus, Notary Public
My commission expires 2-25-06

CERTIFICATION

I, Mary Jeanne Anderson, Vice President of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 12, 2005 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 Edward M. Titus, 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 _____ day of JUL 27 2006, 20____.

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

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.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



PREMIUM BASED ON FINAL
CONTRACT PRICE

LABOR AND MATERIAL BOND

Bond Number: SU 5020922
Premium Included in Performance
Bond

KNOW ALL MEN BY THESE PRESENTS: That we, UNITED STORM WATER, INC., as PRINCIPAL, and Arch Insurance Company, located at 14000 East Valley Boulevard, City of Anaheim, California 91746, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION DOLLARS (\$1,000,000.00), 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 Municipal Separate Storm Drain System Maintenance and Repair Services in the City of Long Beach, California 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 27th day of July, 2006.

United Storm Water, Inc.
CONTRACTOR/PRINCIPAL

Arch Insurance Company
SURETY, admitted in California

By: Edo Perry
Name: EDUARDO PERRY JR
Title: PRESIDENT

By: R. E. Gail
Name: Raymond E. Gail
Title: Attorney-in-fact
Telephone: 626-639-5200

By: Robert Pina
Name: Robert Pina
Title: Secretary

Approved as to form this 14th day
of Aug., 2006.

Approved as to sufficiency this ____ day
of _____, 2006.

ROBERT E. SHANNON, City Attorney
By: R. E. Shannon
Senior Deputy

By: Mark A. Chaffee
~~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.

CALIFORNIA ALL - PURPOSE ACKNOWLEDGMENT

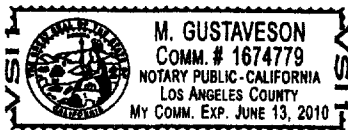
State of California

County of Los Angeles

On 7/27/06 before me, M. Gustaveson, Notary Public
NAME, TITLE OF OFFICER

personally appeared _____
Raymond E. Gail
NAME 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]
(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/OWNER
- CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

- PARTNER(S) LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DATE OF DOCUMENT

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

Arch Insurance Company

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

Adam Feinberg, Michael G. Hall, Lawrence W. Carlstrom, Raymond E. Gail, Michael E. Cundiff, R.G. Park, Susan E. Morales, George A. Munana, Eric Schmalz and David A. Eliassen of Pasadena, 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 Vice President, the seal of the Company, and certifications by the Vice President, 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 12th day of April, 2005.

Arch Insurance Company

Attested and Certified



Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

Edward M. Titus
Edward M. Titus, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Kate Marcinkus, a Notary Public, do hereby certify that Edward M. Titus and Mary Jeanne Anderson personally known to me to be the same persons whose names are Vice Presidents 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.



Kathleen Marcinkus
Kathleen Marcinkus, Notary Public
My commission expires 2-25-06

CERTIFICATION

I, Mary Jeanne Anderson, Vice President of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 12, 2005 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 Edward M. Titus, 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 _____ day of JUL 27 2006, 20 .

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President

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.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:
Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101

