

1 Anchors, Phase VI in the City of Long Beach, California," attached hereto as
2 Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Plans & Specifications No. R-6716 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Plans and Drawings No. B-4414 for this work; the California Code
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
15 this Contract and all documents attached hereto or referenced herein including but
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6716; 5)
26 Addenda; 6) Plans and Drawings No. B-4414; 7) the City of Long Beach Standard
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

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

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

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

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

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

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

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

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

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

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

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

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

6 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
7 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
8 and 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 earthquake or
10 flood or the negligence or willful misconduct of City, then Contractor shall immediately
11 make the City whole for any such loss or pay for any damage. If Contractor fails or
12 refuses to make the City whole or pay, then City may do so and the cost and expense of
13 doing so shall be 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. TAXES AND TAX REPORTING.

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

24 B. Contractor shall cooperate with City in all matters relating to
25 taxation and the collection of taxes, particularly with respect to the self-accrual of
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
27 materials, equipment, supplies, or other tangible personal property totaling over
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

1 and submit to the appropriate governmental entity the form in Appendix "A"
2 attached hereto; and (ii) for construction contracts and subcontracts totaling
3 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
4 of Equalization for the Work site. "Qualified" means that the Contractor purchased
5 at least \$500,000 in tangible personal property that was subject to sales or use tax
6 in the previous calendar year.

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

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

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

27 21. AUDIT. If payment of any part of the consideration for this Contract
28 is made with federal, state or county funds and a condition to the use of those funds by

1 City is a requirement that City render an accounting or otherwise account for said funds,
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,
3 extract information from, and copy all books, records, accounts and other information
4 relating to this Contract.

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

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

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

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

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

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

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

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

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

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

AUGUST CONSTRUCTION, INC., a California corporation

September 18, 2007

By [Signature]

AUGUST AGUSTSSON
(Type or Print Name)

_____, 2007

By _____

(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

9/27, 2007

By [Signature]
City Manager

"City"

This Contract is approved as to form on 9/21,

2007.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy

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

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: August Construction

**BID FOR THE
IMPROVEMENT OF NAPLES ISLAND SOIL ANCHORS, PHASE VI
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 Wednesday, August 15, 2007, 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-6716 at the following prices:

In order to determine the lowest bidder, the City will use the total Base Bid plus Additive Alternate Bid #1. The City will award to the lowest bidder the Base Bid or, at the City's sole option and based on the funds available, will award to the lowest bidder the Base Bid plus Additive Alternate Bid #1 as selected by the City. In order to be determined responsive, the bidder must bid on the Base Bid and Additive Alternate Bid #1.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization and Demobilization not to Exceed 10 Percent of Base Bid Amount	1	LS	75 000	75 000
2	Full Installation and Assembly of Soil Anchor	95	EA	65 @ 7500 30 @ 5500	652,500
3	Relocation of Existing Floating Docks	1	LS	45,000	45 000
TOTAL AMOUNT BASE BID					772 500

ADDITIVE ALTERNATE BID #1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
4	Crack Repair Type C-2	62	LF	100	6200
5	Spall Repair Type S-3	10.25	CF	800	8,200
6	Caulk and Seal Vertical Joints Type J-3	13	LF	250	3250
TOTAL AMOUNT ADDITIVE ALTERNATE BID #1					17,650

SUMMARY

ITEM DESCRIPTION	ITEM TOTAL (IN FIGURES)
TOTAL AMOUNT BASE BID	772,500
TOTAL AMOUNT BASE BID PLUS ADDITIVE ALTERNATE BID #1	790,150

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

Breed. & City Phoned about job.

**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each bidder shall examine the site for the Work described herein. Bidders shall attend a mandatory pre-bid inspection of the site, conducted by the City, as specified in the Special Provisions. This pre-bid inspection will be held at the sidewalk in front of 1 Vista Del Golfo, Long Beach. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

This is to certify that I have examined the subject site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

August 8, 2007, at 11:00 AM

Date of Site Examination

AUGUST CONSTRUCTION, INC
Company

Agust Agustsson
Printed Name of Company Representative


Signature of Representative

8-10-07
Date

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

INSTRUCTIONS

Work Description

The Work to be done hereunder consists primarily of installing soil anchors to reinforce existing seawalls, relocating existing floating docks, and repairing cracks, spalls and joints in the existing seawalls, as shown on the Plans and specified herein, at Naples Island.

The City has established minimum qualifications and experience requirements for the Contractor or its subcontractor. Each Bidder shall submit the following form with its Bid. Failure to submit the form will render the Bid non-responsive.

Minimum Experience

1. The Contractor or its listed subcontractor shall have successfully constructed and installed a minimum of 50 seawall soil anchors within the last five years.
2. The Contractor or its listed subcontractor shall have successfully cored through existing 10 inches thick minimum reinforced concrete seawalls within the last five years.
3. The Contractor or its listed subcontractor shall have a minimum of 10 years experience in dock building and repair.
4. The Contractor or its listed subcontractor shall additionally have Longshoremen and Harbor Workers' Compensation Insurance.
5. The Contractor or its listed subcontractor shall have at least repaired 2000 floating docks.

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

BIDDER: AUGUST CONST

BIDDER'S PROJECT EXPERIENCE No. 1 SEAWALL SOIL ANCHOR INSTALLATION AND CORING THROUGH REINFORCED CONCRETE SEAWALL	Project Title	<u>Naples Island Soil Anchor Ph VI</u>		
	Location	<u>Naples</u>	Date Completed	<u>June 2006</u>
	Owner's Name, Street Address and Telephone	<u>City of LB</u>		
	Description of Project / Type of Work	<u>Seawall</u>		
	Add'l Relevant Information	No. of Seawall Soil Anchors Installed: <u>118</u>	Coring through existing 10" thick minimum reinforced concrete seawall: Yes / No	
	Your Role in Project	<u>6.c.</u> Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
	<u>\$1,000,000 +</u>	<u>80</u> %	<u> </u> %	<u>(Yes)</u> No

BIDDER'S PROJECT EXPERIENCE No. 2 SEAWALL SOIL ANCHOR INSTALLATION AND CORING THROUGH REINFORCED CONCRETE SEAWALL	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
	Description of Project / Type of Work			
	Add'l Relevant Information	No. of Seawall Soil Anchors Installed: <u> </u>	Coring through existing 10" thick minimum reinforced concrete seawall: Yes / No	
	Your Role in Project	Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
	\$ <u> </u>	<u> </u> %	<u> </u> %	Yes / No

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

BIDDER'S PROJECT EXPERIENCE No. 3 SEAWALL SOIL ANCHOR INSTALLATION AND CORING THROUGH REINFORCED CONCRETE SEAWALL	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
	Description of Project / Type of Work			
	Add'l Relevant Information	No. of Seawall Soil Anchors Installed: _____	Coring through existing 10" thick minimum reinforced concrete seawall: Yes / No	
	Your Role in Project	Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
\$ _____	_____ %	_____ %	Yes / No	

BIDDER'S PROJECT EXPERIENCE No. 4 FLOATING DOCK REPAIR LONGSHOREMEN & HARBOR WORKERS' COMPENSATION INSURANCE	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
	Description of Project / Type of Work			
	Add'l Relevant Information	No. Years of experience in dock building and repair: _____	No. of Floating docks repaired: _____	Do you have Longshoremen & Harbor Workers' Compensation Insurance: Yes / No
	Your Role in Project	Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
\$ _____	_____ %	_____ %	Yes / No	

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

BIDDER'S PROJECT EXPERIENCE No. 5	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
FLOATING DOCK REPAIR	Description of Project / Type of Work			
	Add'l Relevant Information	No. Years of experience in dock building and repair: _____	No. of Floating docks repaired: _____	Do you have Longshoremen & Harbor Workers' Compensation Insurance: Yes / No
LONGSHOREMEN & HARBOR WORKERS' COMPENSATION INSURANCE	Your Role in Project	Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
	\$ _____	_____ %	_____ %	Yes / No

Agust Augustsson
Signature

8-10-07
Date

pres August Augustsson
Name and Title of Signing Officer

AUGUST CONST
Company Name

13400 S. FIGUEROA ST
Business Address

310 719 7103
Telephone

310 719 1024
Fax

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

BIDDER'S PROJECT EXPERIENCE No. 5	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
FLOATING DOCK REPAIR	Description of Project / Type of Work			
	Add'l Relevant Information	No. Years of experience in dock building and repair <u>25</u>	No. of Floating docks repaired <u>3500</u>	Do you have Longshoremen & Harbor Workers' Compensation Insurance: <u>Yes / No</u>
LONGSHORE MEN & HARBOR WORKERS' COMPENSATION INSURANCE	Your Role In Project		Prime Contractor / Subcontractor	
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
	\$ _____	_____ %	_____ %	Yes / No

[Signature]
Signature

8/10/07
Date

PETER SWIFT / CEO
Name and Title of Signing Officer

SWIFT SHIP DOCK & PIER BUILDERS, INC.
Company Name

2027 PLACENTIA AVE, COSTA MESA, CA 92627
Business Address

949/631-3121
Telephone

949/631-3122
Fax

CQE-4

R-6716

CLIENTS.doc

Ron Arakelian
36 Linda Isle
Newport Beach, CA 92660
Phone: 949/723-4233

Larry Bedrosian
710 E. Ball Road
Anaheim, CA 92805
Fax: 714/778-1806
#65 Linda Isle, Newport Beach, CA
92660
Phone: 949/307-3444

Steve Berlinger
#4 Linda Isle
Newport Beach, CA 92660
Phone: 310/648-7600
Fax: 310/648-7619

Miriam Birnkrant
206 Via Lido Soud
Newport Beach, CA 92663
Phone: 949/675-2781

Premier Property Management
325 Carlsbad Village Dr., D-1
Carlsbad, CA 92008
Phone: 760/730-7888
Fax: 760/730-7883
Re: Bristol Cove Anchorage

Martha Benvenuti
27 Harbor Island
Newport Beach, CA 92660
Phone: 949/673-2102
Office: 949/650-0510

Stan Brockhoff
657 Via Lido Soud
Newport Beach, CA 92663

Don Ashton
830 Escarpado Dr.
LaHabra Heights, CA 90631
4006 Channel Place, Newport Beach, CA
92661

George S. Briggeman Jr.
PO Box 15457
Newport Beach, CA 92663
Contact: Mike Sullivan
714/396-2845
#85 Linda Isle, Newport Beach

Wayne Brooks
Dyno-Tyme
15681 Computer Lane
Huntington Beach, CA 92649
Phone 714/896-8187
Fax: 714/373-9715

Jeff Bates
2619 W. Edinger, Suite F
Santa Ana, CA 92704
Phone: 714/435-1626
Fax: 714/556-4539
Cell: 714/313-3220

Keith Burnham
47 Linda Isle
Newport Beach, CA 92660

George Anderson
#74 Rivo Alto
Long Beach, CA 90803
Phone: 562/439-8175

Mrs. Bagney
231 Via Lido Soud
Newport Beach, CA 92663
Phone (949) 723-6651

Judy Bender
Fax: 626/355-6791
Chad Brown
1903 E. Bay Ave.
Balboa, CA 92663
Cell: 213/388-2401
Fax: 626/355-6791

John Busch
2286 Channel Road
Balboa, CA 92661
Fax: (949) 673-3680
Phone (949) 673-6591

Mary Bouas
163 Evelyn Dr.
Anaheim, CA 92805
714/535-1970
122 Grand Canal, Balboa Island

Al Burnand
2676 Bayshore Drive
Newport Beach, CA 92660
Phone: 949/642-6121

BALBOA ANGLING CLUB
200 "A" Street
Balboa, CA 92661
FAX 642-4510
Linda Fx 673-6384

Charles Basham
1626 Tiburon
Huntington Beach, CA 92649

Dick Brewer
222 Via Lido Nord
Newport Beach, CA 92663
Office: 310/884-9195
Home: 949/675-6374

Nuel Benson
4206 River Ave.
Newport Beach, CA 92663
310/532-3719

Nancy Buccola
111 Via Lido Soud
Newport Beach, CA 92663

Attn: James
All Phase Construction
Office & Fax: 714/556-5511
Mobile: 714/458-3608
2238 Channel Road, Balboa, CA

Doug Allen
Lincoln Financial
21535 Hawthorne Blvd.
Torrance, CA 90503
Fax: (310) 316-4575
Location: 219 Rivo Alto Canal, Naples, CA

Ralph Bernard
1801 East Bay Ave

Balboa, CA 92661
Phone: 949/675-0375

David Bradburne
636 Harbor Island Drive
Newport Beach, CA 92660
Fx (949) 474-5990
Ph (714) 969-1933
675-0300

John Brown
2100 E Balboa Blvd.
Newport Beach, CA 92661
Fax (949) 645-0924
Ph. (949) 673-2223

Jim Collings
410 38th Street
Newport Beach, CA 92663
Cell: 949/500-4432
Fax: 909/872-0237

De Anza Bayside
300 East Coast Hwy.
Newport Beach, CA 92660
Phone: 949/673-1331
Fax: 949/673-4486

John R. Davies
3419 Via Lido, Suite 611
Newport Beach, CA 92663
re:835 Via Lido Soud, Newport Beach, CA
92663

David Cavanaugh
116 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/723-1924

2706 Bayshores, Newport Beach, CA
Steve G. and Rosemarie T. Johnson
Josh Shields
Shields Construction
375 Canyon Acres Dr.
Laguna Beach, CA 92651
Cell: 714/501-6600
Office: 949/376-2063
Fax: 949/376-1442

Charles Clark
1611 Milan Ave.

S. Pasadena, CA 91030
Phone: 626/799-0034
Phone: 949/673-6867
906 E. Balboa Blvd., Balboa, CA 92661

Paul Cousens
Cousens Construction Inc.
3463 Oceanview Blvd.
Glendale, CA 91208
Phone: 949/759-8797
Fax: 949/719-0580
1203 N. Bayfront, Balboa Island, CA 92662

Ernesto Coppel
621 Via Lido Soud
Newport Beach, CA 92663
Phone: 949/675-8843
Fax: 949/675-8849
Cell: 949/300-0701

Steve Coyne
2422 Margaret
Newport Beach, CA 92663
Fax: 949/476-5900
Phone: 949/795-8626
315 Eveningstar Lane, NB, CA 92660

Gene DiSano
Home: 949/675-7627
Office: 323/728-3901
912 East Balboa Blvd., NB, CA 92661

Christiana Bay Marina
Andrew Marques, Property Manager
Huntington West Properties, Inc.
13812 Goldenwest Street #100
Huntington Beach, CA 92649
Phone: 714/891-1522 x215
Fax: 714/897-9120

Chris Clemens
#13 Sandpiper
Coronado, CA
Cell: 619/890-6658
Fax: 619/857-3202

2706 Bayshores, Newport Beach, CA
Steve G. and Rosemarie T. Johnson
Keith Randall
COAST NEWPORT PROPERTIES
Phone: 949/644-1600
Fax: 949/644-1690

Philip S. Doane
1306 E. Balboa Blvd.
Balboa, CA 92661
Office: 714/540-0401
Home: 949/675-8911

Kurt and Sandra DeMeire
4082 Ondine Circle
Huntington Beach, CA 92649
Phone: 562/493-1549
Fax: 714/846-8720

Gene Hoffman
Costa de Oro
6096 Lido Lane
Long Beach, CA
Phone: 562/433-6034
Fax: 562/434-8924

Duffy Electric Boat Co.
Corporate Office
17260 Muskrat
Adelanto, CA 92301
Phone: 760/246-1211
RE: Huntington Harbor location
16732 Pacific Coast Hwy.
Sunset Beach, CA 90742

Tom Cavanaugh
920 Via Lido Nord
Newport Beach, CA 92663

Howard Davis
93 Vista del Golfo
Long Beach, CA 90803

Mrs. Nan Chapman
658 Via Lido Nord
Newport Beach, CA 92663

Bill Cunningham
601 Lido Park Drive
Newport Beach, CA 92663
Fx 675-5276 PH 675-6101

Marilyn Sauter
Mariners Escrow
Fax: 729-0190
Per: Rosanne
COAST NEWPORT PROPERTIES
Cell: 584-7771
re 215 Via Lido Soud., NB, CA

Kathleen & Peter Dorsa
27982 Cabo Rosa
Mission Viejo, CA 92692
Phone: 949/951-3256
Office: 949/580-1748
Fax: 949/951-7265

Gary Daichendt
1106 E. Balboa Blvd.
Newport Beach, CA 92663
Phone: 650/941-4122
Fax: 949/673-7162

CWI Development Company
411 West 30th Street
Newport Beach, CA 92663
Phone: 949/673-6025
Fax: 949/640-1704
RE: #66 Linda Isle

Harbor Bay Homes
Jim Caldwell
Fax (949) 645-7641
Phone: (714) 742-9598

Mr. & Mrs. Irvin Chapman
2782 Bayshore Drive
Newport Beach, CA 92660
Phone: 714/540-1588
Fax: 714/540-6486

John & Anabeth Elmore
PO Box 156
Brawley, CA 92227
28 Harbor Island, NB, CA
cc: Lindsay Olson
COAST NEWPORT PROPERTIES
Phone: 949/717-4793
Fax: 949/644-1690

Mark Cassidy
Crows Nest
2801 West Coast Hwy., Suite 20
Newport Beach, CA 92663
Phone: 949/574-7600
Fax: 949/574-7610

Dwayne Clark
P.O. Box 1402
Newport Beach, CA 92659
Phone: 949/650-8145
3400 Marcus Ave., Newport Beach, CA
92663

George Coffin
1108 West Bay Ave.
Newport Beach, CA 92663
949/673-6599

1705 -07 East Bay, Newport Beach, CA
Martin Collins
P.O. Box 95398
Las Vegas, NV 89193-5398
Roger Cosgrove
Fax: 909/382-2152

Julie McMillan
HERITAGE ESCROW
Fax: 720-8012
760 Harbor Island Dr., NB, CA
cc: Joanne Perkins
COAST NEWPORT PROPERTIES
4 Civic Plaza, Suite 260
Newport Beach, CA 92660
Phone: 949/717-4712
Fax: 949/644-1690

Evan Corkett
COAST NEWPORT PROPERTIES
Phone: 949/759-3728
Fax: 949/644-1690
122 Via Lido Nord, Newport Beach

??is this the poor pay?? Jerson Delmedia
724 Harbor Island Drive
Newport Beach, CA 92663

Stan Carlson
1609 E. Bay
Newport Beach, CA 92663
Phone: 949/673-6439
Phone: 562/933-7702

Mr. & Mrs. Joseph DiLoreto
16602 Nalu Circle
Huntington Beach, CA 92649
phone: 714/377-4488

Richard Rose
25555 Pine Circle Lane
Wilmington, CA 90744 for....
Dennis DenHouten
3712 Channel Placc, Newport Beach, CA
92663

Karen Abney
AMERICAN YACHT CORP..
1999 Ave. of the Stars, 15th Floor
Los Angeles, CA 90067 Captain George Pina
Cohen Residence
2686 Bayshore Drive
Newport Beach, CA 92663
Fax (213) 200-7042
Ph. (714) 815-1700

Cannery Village Realty
Attn.: Russ Fluter
2025 W. Balboa Blvd.
Newport Beach, CA 92663
Phone: 673-3777
Fax: 673-3451

Elizabeth Chen
1018 Polaris
Newport Beach, CA 92661

Charles Clark
1611 Milah
So. Pasadena, CA 91030
RE:906 E. Balboa Blvd. Balboa, CA

Frank Donahue
519 Via Lido Soud
Newport Beach, CA 92663

Gary Credle
226 Via Lido Nord
Newport Beach, CA 92663

Robert Ferrante
518 Harbor Island Drive
Newport Beach, CA 92660
Phone: 949/673-1137
Cell: 949/279-5885
Fax: 949/673-5681

Dick Elliott
23 Harbor Island
Newport Beach, CA 92660

Anita Ericson
225 Via Lido Soud
Newport Beach, CA 92663
Phone: 673-2044

Don Ferguson
6024 Lido Lane
Long Beach, CA 90803
Phone: 562/433-3791

Tom Ela
5471 E. Sorrento
Naples, CA 90803
Phone: 562/434-9418
Office: 714/671-0700

Paula Freeman
65 Rivo Alto Canal
Long Beach, CA
Phone: 323/802-1680
Fax: 323/802-1836
Home: 562/434-7620

Bob Firth
16491 Peale Lane
Huntington Beach, CA 92649
Phone: 562/592-5471
Bus: 714/898-7952

Mrs. Falconer
733 Orange Grove
San Fernando, CA 91340
Phone: 818/361-7946
310 The Rialto, Newport Beach, CA

Bianca Finn
337 Via Lido Soud
Newport Beach, CA 92663
Phone: 949/515-2597
Cell: 949/280-7210

Van Elliott
3240 S. Standard Ave.
Santa Ana, CA 92705
Phone: 714/556-3813
Fax: 714/556-3929
3412 Marcus, Newport Beach, Ca 92663

Betty Forrest
27592 San Blas
Mission Viejo, CA 92692
Phone/Fax: 949/770-5718

Leon Ettensberger
3401 Finley
Newport Beach, CA 92663
Phone: 673-8145 675-1460

Ron Florance
6 Rivo Alto Canal
Long Beach, CA 90803
Phone: 562/439-6674
Fax: 562/930-9170

Van Elliot
3240 S. Standard Ave.
Santa Ana, CA 92705
Phone: 714/556-3813
Fax: 714/556-3929
3412 Marcus
Newport Beach, Ca 92663

Gary Fabian
16286 Wayfarer Lane
Huntington Beach, CA 92649
Phone: 714/846-6716

Arnold Feuerstein
309 Via Lido Soud
Newport Beach, CA 92663

Ric & Robin Flanagan
16701 Bolero Lane
Huntington Beach, CA 92649
Phone: 714/840-2109
Fax: 714/840-3019

Brian Fargo
426 Harbor Island Dr.
Newport Beach, CA 92661

Greg Fults
720 Via Lido Nord, NB
Phone: 949/650-7828

David Fournier
#6 Balboa Coves
Newport Beach, CA 92663
Fax: 949/645-1339

Walt Florie
5585 Corso di Napoli
Long Beach, CA 90803
Phone: 562/433-2025
Fax: 562/439-2781

Shelly Golison
6038 Lido Lane
Long Beach, CA 90803
Phone: 562/434-2646
Fax: 714/379-3865

Jones Company
10945 South St., Suite 301
Cerritos, CA 90703
Phone: 562/924-4494 Fax: 562/809-6393
re: 219 Eveningstar Lane, Newport Beach

Greg Grosch
Phone: 714/393-9466
Fax: 714/850-0746
&
Gayle Grosch
28102 San Lucas
Mission Viejo, CA 92692
Phone: 949/770-0329
Cell: 949/285-6242

André Guardi
A.M.G. Holdings
33851 Granada Dr.
Dana Point, CA 92629
Phone: 949/588-4337
Fax: 949/496-6378
17042 Baruna Lane
Huntington Beach, CA 92649

James Marolt
All Phase Contractors & Builders
Fax: 714/556-5511 for
Green Meadows Management Corp.
2234 Channel Road, Newport Beach

Steve Hayes
27711 Chapala
Mission Viejo, CA 92692
Phone: 949/768-2653
Fax: 949/699-0691

Frank Hurst
1710 S. Bayfront
Newport Beach, CA 92663
Phone 858/597-4800
Fax: 858/597-4802

Eileen Fouts
1806 E. Balboa Blvd.
Balboa, CA 92661
Phone: 714/636-1144
W.R. Hervey, Jr. - 1807 E. Bay
Balboa, CA 92662 [I think he died]

Attn: Jeff Martin
Hilton Builders
Fax: 949/723-4065
712 Harbor Island Drive, Newport Beach

E. Gregory Hookstratten
9536 Wilshire Blvd., #500
Beverly Hills, CA 90212
Phone: 310/273-3777
Home: 949/673-6027
739 Via Lido Soud, Newport Beach, CA

Gary Goodgame
Phone: 818/755-0018
Fax: 818/755-0067
4104 River Ave., Newport Beach, CA
92663

Steve Hunt
3315 Finley Ave.
Newport Beach, CA 92663
Phone: 949/673-5267

Howell/Inoue
2101 - 2103 Bayside Drive
Corona del Mar, CA 92665
Phone: 949/673-7272
Howell Fax: 949/673-6698
Inoue Fax: 949/723-0205

Don Jones
1615 E. Bay Ave.
Balboa, CA 92661
Phone: 675-5839

Ted Hinshaw
729 Via Lido Soud
Newport Beach, CA 92663
Phone: 949/673-5001

Mark Falcone
c/o Mark A. Falcone
General Building Contractor
728 Rembrandt Dr.
Laguna Beach, CA 92651
Phone: 949/494-9371
Fax: 949/494-0962

Don Haskell
#13 Bay Island, Newport Beach, CA

David Harris
406 Harding Street
Newport Beach, CA 92661
600 Via Lido Nord, Newport Beach

Steve Grosslight
339 E. Bayfront
Balboa Island, CA 92662
Phone: 949/300-3899

Doug Godbe
24012 Calle De La Plata
Laguna Hills, CA 92653
Office: 949-455-7444
Fax: 949/455-7443

Pat Gaines
712 Harbor Island Dr.
Newport Beach, CA 92660
Phone: 949/760-2500

Steve and Jan Hecht
15 Teramo Court
Newport Coast, CA 92657
Phone: 949/376-9055
John Glenn Residence
727 Bayside Dr., Newport Beach, CA

Zelda Gaudin
2772 Bayshore Drive
Newport Beach, CA 92663
Phone: 949/642-9998

Mike Harrah
#44 Linda Isle
Newport Beach, CA 92660
Phone: 714/920-0924 cell
Phone: 714/543-9484
Fax: 714/543-9972

Jim Mattos
c/o Jim Irwin
1645 Bayside Drive
Corona Del Mar, CA 92625

Stuart Goodell
Phone: 949/497-1965
Fax: 949/675-7024
1030 W. Bay
Newport Beach, CA 92661

Dale Jones
1107 N. Bayfront
Balboa Island, CA 92662
Office: 909/608-7171
Fax: 909/608-7165

Dick Glasier
3409 Finley
Newport Beach, CA 92663
Phone: 949/675-6467

Bill Grundy
811 Via Lido Soud.
Newport Beach, CA 92663
Fax (949) 675-8131

Reginald & Marsha Howell
2039 Bayside Drive
Corona del Mar, CA 92625
Phone: 673-0473
Fax: 949/673-6698

Fritz Hoelscher
2752 Bayshore Dr.
Newport Beach, CA 92661
Fax 548-7739

Mr. & Mrs. Louis Herson
#76 Linda Isle
Newport Beach, CA 92660
Phone: 949/673-2286
Fax: 949/673-6344

Carey Iler
1641 Bayside Dr.
Corona del Mar, CA 92626
Phone: 644-9613

Terry Jones
219 Eveningstar
Newport Beach, CA 92660

Don Harris
Menifee Lake Operations
30400 Teal Brook Dr.
Menifee Lakes, CA 92584
Phone/Fax: 909/672-0605

Larsen
#59 Linda, NB
Phone: 714/540-1770
Fax: 714/540-1020

Murrel Co.
Mariner's Mile
2439 West Pacific Coast Highway
Newport Beach, CA 92663
Phone: 949/722-1131
Fax: 949/722-9244

Bruce Masterson
16256 Tisbury Circle
Huntington Beach, CA 92649
Phone: 909/788-4265
Fax: 909/788-6057

Peter Jue
Phone & Fax: 626/571-8003
Marianne Moy
Office: 818/990-1160
Office Fax: 818/981-5199
Home Fax: 310/476-0200

Bill McCune
3791 Ragtime Circle
Huntington Beach, CA 92649
Phone: 714/840-4007
re: 16662 Wanderer, Huntington
Beach, CA

CANNERY VILLAGE MOBILE HOME PARK
Martin Yacht Sales
3355 "D" Via Lido
Newport Beach, CA 92663
Phone: 949/723-8485
Fax: 949/723-4076

For: Carlsberg Management Co.
Attn: David W. Lloyd Fax: 310/258-9009

Daniel Levin
3311 Devon Circle
Huntington Beach, CA 92649
Fax/Phone: 562/592-1525

Richard Mithoff
3086 Ceylon Road
Costa Mesa, CA 92626
Phone: 714/641-7001
Fax: 714/549-1670
re: 2215 Bayside Drive, CDM, CA

Carolyn Martin
615 S. Pasadena Ave.
Pasadena, CA 91105
Phone: 626/449-5060
Fax: 626/449-7108
re: 109 Bayside Place, Corona del Mar

Gary and Janet Lyon
6036 Lido Lane
Long Beach, CA 90803
Phone: 562/930-0196
Fax: 562/930-9019

John McDonald
107 Bayside Pl.
Corona del Mar, CA 92625

Don Michaelis
16501 Peale Lane
Huntington Beach, CA 92649
Phone: 714/840-3936

Bob Murphy
6022 Lido Lane
Long Beach, CA 90803
HILTON
Fax: 562/432-1972 Rm. 1726

John Mc Intosh
2405 Ocean Blvd

#22 Linda Isle, Newport Beach

Attn: Brian
Mariners Escrow
Phone: 949/640-6040
Fax: 949/721-8157
RE: 351 E. Bayfront, Newport Beach, CA
Prudential Realty/Mickey Hartley

Phil Keeler
#1 Balboa Coves
Newport Beach, CA 92663
Phone: 642-3427
Fax: 714/731-8668

Toni Klein
516 West End Blvd

LIDO ISLAND COMMUNITY ASSOCIATION
701 Via Lido Soud
Newport Beach, CA 92663
Phone: 673-6170
Fax: 673-6827

John McMahon
#26 Harbor Island Dr.
Newport Beach, CA 92660

Jane Lawson
1220 W. Bay
Newport Beach, CA 92663

Howard and Kathryn Morgridge
505 36th Street
Newport Beach, CA 92663
Phone: 949/673-0242

Attn: Sean Walsh
LIDO PENINSULA COMPANY
707 Lido Park Drive
Newport Beach, CA 92663
Phone: 949/673-9330
Fax: 949/673-1338

Lance Kluger
744 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/673-3292

Dale Link
607 36th Street
Newport Beach, CA 92663

Bill Cunningham
LIDO PARK HOMEOWNERS
601 Lido Park Drive
Newport Beach, CA 92663
Fx 675-5276 PH 675-6101

MELLOR MARINE
3127 Sumatra Pl.
Costa Mesa, CA 92626
pgr. 714/621-8228
1804 S. Bayfront, Balboa Island, CA

Bob Longpre
c/o 13590 Beach Blvd.
Westminster, CA 92683
2716 Bayshore Dr., Newport Beach, CA

Phil Lyons
#36 Harbor Island
Newport Beach, CA 92660

Michael A. Matthews
542 Harbor Island Drive
Newport Beach, CA 92660

Buddy Robison
16756 Pacific Coast Hwy.
Sunset Beach, CA
714/536-4575 and
Victoria Mills
4361 Shadyglade Ave.
Studio City, CA 91604

Don McCalla
105 Linda Isle
Newport Beach, CA 92660

Dorothy Kahn
512 Via Lido Nord
Newport Beach, CA 92663

Rusty McDonell
334 Buena Vista
Newport Beach, CA 92661

Ron Moss
1625 San Clemente
Huntington Beach, CA 92649

Bill Kenny
824 Harbor Island Dr.
Newport Beach, CA 92662

Bill Palmer
2000 Tahuna Terrace
Corona del Mar, CA 92625
Phone: 949/675-6975
➤ 4 fender wheels to dock at yacht club

Trish O'Donnell
600 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/673-1395

Arnold Ostrow
16831 Bolero Lane
Huntington Beach, CA 92649
Fax: 562/430-8055

Michael Osborne
6032 Lido Lane
Long Beach, CA 90803
Phone: 562/438-1935
Fax: 562/961-8743

Newport Landing
Douglas L. Salisbury
PELICAN DEVELOPMENT
17042 Gillette Ave.
Irvine, CA 92614
Phone: 949/251-4880
Fax: 949/251-0524

Kirk Nelson
4200 River
Newport Beach, CA 92663
RE: 4010 River, Newport Beach, CA

Sally Panic
2104 E. Balboa Blvd.
Balboa, CA 92661
at the request of George Lang

Jim Parker
7 Linda Isle
Newport Beach, CA 92660
Phone: 949/646-5359
Fax: 949/722-2965

Attn: Derek Niblo
Newport Nautical Museum
151 E. Coast Highway
Newport Beach, CA 92660
Phone: 949/673-7863
Fax: 949/675-8864

Anthony Prajin
4001 Figaro Circle
Huntington Beach, CA 92649
Phone: 323/588-9323

A.V. Palmer
519 Harbor Island
Newport Beach, CA 92660
Office: 562/427-4552
Fax: 562/997-9663
Home: 949/723-4552

John Pentz
301 Evening Star
Newport Beach, CA 92660
Fax: 949/756-1023

Newport Harbor Yacht Club
720 West Bay Ave.
Balboa, CA 92661
Fax (949) 673-3972
Ph. 723-6878

Ted Phillips
120 S. Irving
Los Angeles, CA 90004
9 Bay Island dock repairs

Jack Purcell
re: 3212 Marcus Ave.
c/o Villa Rentals
427 31st Street
Newport Beach, CA 92663
949/375-4912

Bill O'Connor
#90 Linda Isle
Newport Beach, CA 9260

Mr. & Mrs. Novey
301 Edgewater
Newport Beach, CA 92663

Bill Palmer
836 Via Lido Nord
Newport Beach, CA 92663

David Prince
3312 Marcus Avenue
Newport Beach, CA 92663

Josh Shields
Shields Construction
375 Canyon Acres Dr.
Laguna Beach, CA 92651
Cell: 714/501-6600
Office: 949/376-2063 Fax: 949/376-1442
2706 Bayshores, Newport Beach, CA
Steve G. and Rosemarie T. Johnson

Sandra Rados
Sheryl Soden
900 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/673-6023
Stanton Home: 1302 E. Balboa Blvd., Balboa, CA

Frank Rhodes
1417 E. Bay
Newport Beach, CA 92661

Quinn Construction
12150 Bloomfield, Suite R
Santa Fe Springs, CA 90670
Phone: 562/929-6025 Fax: 562/929-5038
Masterson Property, per Steve Quinn
16256 Tisbury Circle, Huntington Beach

Alan Stameisen
24 Harbor Island
Newport Beach, CA 92660
Phone: 714/271-1215
Fax: 949/673-3882

Mike Scott
#52 Linda Isle
Newport Beach, CA 92660
Fax: 949/253-4727
Phone: 949/253-4700

Colleen Smoot
315 E. Bayfront
Balboa Island, CA 92662
Phone: 949/673-0239

Steve Savage
Savage Construction
16722 Pacific Coast Hwy.
Sunset Beach, CA
Fax: 562-594-5955
Phone: 562-577-6807

Len Rullo
28101 San Lucas
Mission Viejo, CA 92692
Phone: 949/581-2515
Fax: 949/581-5863

Alan W. Silcock
9 Balboa Coves
Newport Beach, CA 92663
Phone: 949/722-6421 Fax: 949/722-6450

George Schryer
21 Pelican Hill Circle
Newport Coast, CA 92657
229 Via Lido Soud, Newport Beach

Gary Quick
1208 E. Balboa Blvd.
Newport Beach, CA 92661
Phone: 949/673-8718

Ken Ruby
2250 Channel Road
Balboa, CA 92661

Horst F. Schulze
6006 Lido Lane
Long Beach, CA 90803
Home: 562/433-0878
Office: 714/895-4722 Fax: 714/895-2129

Carolyn Shea
2009 E. Bay
Balboa, CA 92661

Robert Sprague
101 Bayside Place
Corona del Mar, CA 92625

Jill Ward 949/673-1144
121 Agate Ave, Balboa Island, CA 92662
re: David Stone
132 S. Bayfront, Balboa Island, CA 92662
Phone: 949/673-5000
Fax: 949/673-3948

Steve Rados
Office: 714/835-4612 Fax: 714/835-2186
Cell: 909/830-8718
704 Via Lido Nord, Newport Beach, CA

Francis Sullivan
333 Morningstar Lane
Newport Beach, CA 92660
Phone: 949/645-7124
Fax: 714/755-5541

Jim & Peggy Rich
802 S. Bayfront
Balboa Island, CA 92662
Phone: 949/723-0129

Gary Shepherd
514 38th Street
Newport Beach, CA 92663
Phone: 949/650-4980
Fax: 949/650-4959

Howard Rich
218 Highland
Newport Beach, CA 92663
Home: 949 515-2737 Fax: 949 515-2747
Cell: 714 608-5501

Sue Saracino
P.O. Box 940
Newport Beach, CA 92661-0940
Phone: 675-0866
914 E. Balboa Blvd., Balboa, CA 92661

Buzz Sands
Sands Financial Ltd.
Phone: 623/842-5231
Fax: 623/842-5277
124 S. Bayfront, Balboa Island, CA 92625

13

Ken Ruby
2250 Channel Road
Balboa, CA 92661

Doug Riley
81 Linda Isle
Newport Beach, CA 92660
Cell: 949/212-1932

Ira Robb
6066 Lido Lane
Long Beach, CA
Phone: 562/438-7669
Fax: 562/438-2052

Bill Smith
405 Morningstar
Newport Beach, CA 92660
Phone: O (714) 437-9600
Fax O. (714) 437-9700
Phone H. (949) 548-6858
Fax H. (949) 574-9301

Jules Spivak
175 Homewood Road
Los Angeles, CA 90049
210 Via Lido Nord, Newport Beach

~~Mike Scott
#52 Linda Isle
Newport Beach, CA 92660
Fax: (949) 253-4727 Phone: (949) 253-4700~~ *Dup*

Kathryn Stewart
419 Edgewater
Balboa, CA 92661

Camp Ronald McDonald
Michael Thomas, Facility Manager
APPLE CANYON CENTER
56400 Apple Canyon Rd.
Mountain Center, CA 92561
Phone: 909/659-4609
Fax: 909/659-4710

Robert Schrimmer
407 E. Edgewater
Newport Beach, CA 92661
Phone: 949/675-8762

Jack Schwartz
89 Linda Isle
Newport Beach, CA 92660
Phone: 949/723-1741

Russ Fluter
Cannery Village Realty
Phone: 949/673-3777
Fax: 949/673-3451
Re: Mac Shattuck
31 Linda Isle
Newport Beach, CA 92660

Evelyn Stater
51 Linda Isle
Newport Beach, CA 92660
Phone: 949/675-6163

Bill MacMaster
REDONDO BEACH MARINA
181 N. Harbor Drive
Redondo Beach, CA 90277
Phone: 310/374-3481
Fax: 310/372-7779

Gerald Ryan
3902 River Ave
Newport Beach, CA 92663
Phone: 949/650-0500
Fax: 949/650-8133

~~Mike Scott
#52 Linda Isle
Newport Beach, CA 92660
Fax: (949) 253-4727
Phone: (949) 253-4700~~ *Dup*

Rinderlee Residence
#82 Linda Isle
Newport Beach, CA 92660
Phone (949)675-6005

Lillian Spinning
823 Via Lido Soud
Newport Beach, CA 92663

Jerry Rosenblum
235 Via Lido Soud
Newport Beach, CA 92663

Spinnaker Cove
Attn: Cathie Betz
PACIFIC COAST MANAGEMENT
4515 E. Anaheim St.
Long Beach, CA 90804
Phone: 562/597-5007
Fax: 562/597-2447

14

Mike Shanholtzer
#9 Linda Isle
Newport Beach, CA
Fx 723-5569

Patrick Strong
507 Morningstar Lane
Newport Beach, CA 92660
Phone: 949/631-5999

Mrs. Lillian Spinning
823 Via Lido Soud
Newport Beach, CA
Phone: 675-7795

Sandy Robinson
233 Via Lido Soud
Newport Beach, CA 92663

Jane Roney
Escrow # 33873/Credle
c/o Ms Kathy Rodriguez
FREEDOM ESCROW
Fax: 949/644-3938
RE: 226 Via Lido Nord
Newport Beach, CA 92663

Rich Simons
#10 Balboa Coves
Newport Beach, CA 92663

Esther Teeple
331 Via Lido Soud
Newport Beach, CA 92663

Bob Thomas
1130 W. Bay
Newport Beach, CA
Phone: 949/723-6216

Edward and Linda Tichy
16792 Intrepid
Huntington Beach, CA 92649
Phone: 562/592-2464

Jeff Tanner
R.J. Tanner Construction
893 Oak Street, Costa Mesa, CA 92627
Pager: 714/691-2585
1024 W. Bay, Newport Beach, CA

Frank Trane
2018 E. Bay
Balboa, CA 92661

Chris Turner
#31 Linda Isle
Newport Beach, CA 92660
Fax: 949/724-9987

Howard Tuttle
200 Via Lido Nord
Newport Beach, CA 92663

George Thagart
#60 Linda Isle
Newport Beach, CA 92660

John Tahl
645 Bayside Drive
Newport Beach, CA 92660
Fax: 673-1172

Bob and Mary Kay Taylor
32 Linda Isle
Newport Beach, CA 92660

Bruce Twichell
711 West 17th Unit F5
Costa Mesa, CA 92627
Phone: 949/548-7123
RE: 751 Via Lido Soud

Bill Tilden
600 N. Arrowhead
San Bernardino, CA 92401
9 Bay Island

Evelyn Tarzian
204 Via Lido Nord
Newport Beach, CA 92663

Vista del Lido
611 Lido Park Drive
Newport Beach, CA 92663
Attn: Skip Smith

Jim Wade
3404 Marcus
Newport Beach, CA 92663
Phone: 949/673-9363
Fax: 949/673-4578

Deliver crate to Harbor Marina
Bob Van Hoy
Office: 714/662-3900
Home: 714/282-8873
Cell: 714/803-7723

Mick Ukleja
6044 Lido Lane
Long Beach, CA 90803
Home: 562/493-1872
Office: 714/761-5100
Fax: 714/220-2971

Basil Witt
111 Abalone
Balboa Island, CA 92662
351 E. Bayfront, Newport Beach, CA

Judy Wilson
900 S. Bayfront
Balboa Island, CA 92662
Phone: 723-1262

Lloyd Whaley
6028 Lido Lane
Long Beach, CA 90803

Dennis Varga
661 Bayside Drive
Newport Beach, CA 92660

Elizabeth Vincent
24 Harbor Island
Newport Beach, CA 92660
Fax: 949/673-3882

Terry Wynne
6090 Lido Lane
Long Beach, CA
Phone: 562/439-7282
Office: 562/437-3344
Fax: 562/495-5325

Don Zimmerman
17019 Edgewater
Huntington Beach, CA 92649
Phone: 714/377-6623

Joe Woodard
PO Box PP
Balboa Island, CA 92662
Phone: 949/723-1926 Fax: 949/723-1920
1305 N. Bayfront, Balboa Island, CA

Fritz Westerhout
662 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/673-0926
Office: 949/644-2722

Keith Uncaper
8216 Tuscany Ave.
Playa del Rey, CA 90293
335 E. Bayfront, Balboa Island

Suzanne Winn
27655 Chapala
Mission Viejo, CA 92692
Phone: 949/837-8103
Fax: 949/837-1687

Doug Wood
1214 E. Balboa Blvd.
Balboa, CA 92663
Phone: 949/673-5824

Octavio Zornosa
P.O. Box 8791
Newport Beach, CA 92658
Cell: 949/697-3420
Fax: 949/472-8024
2033 Bayside Dr., Corona del Mar, CA

Attn: Arlen Wood
Windward Yacht Center
Marina Del Rey, CA
Fax: 310/306-0067
RE: Damaged Floats at Mainwalk

John Zinsmeyer
608 Via Lido Nord
Newport Beach, CA 92663

Sheri Parsons
2436 Calle Aquamarina
San Clemente, CA 92673
Phone: 949/361-9965
Fax: 949/361-3164
Fred Wallace Residence
908 E. Balboa Blvd

Mike Van Voorhis
16923 Park Ave.
Sunset Beach, CA 90742
Fax: 562/592-2206
Cell: 949/279-0177
Mail: P.O. Box 334

Bob & Wanda Wells
506 Via Lido Nord
Newport Beach, CA 92663
Phone: 949/675-4112

Jack Vance
3592 Venture Lane
Huntington Beach, CA 92649

Mary Urquhart
P.O. Box 5248
Pasadena, CA 91117
Phone: 626/237-4444
Fax: 626-798-3238
RE: 16 Linda Isle, Newport Beach, CA

Vista del Lido
611 Lido Park Drive
Newport Beach, CA 92663

WMC Development
Finton Associates
409 31st Street
Newport Beach, CA 92663
Fax (949)673-9588
RE: 539 Via Lido Soud

Woodys' Warf
2318 Newport Blvd.
Newport Beach, CA 92663

Wassim Zaky
17065 Marina Bay Drive
Huntington Beach, CA
Fx (323) 584-8606

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

SUB- CONTRACTOR'S PROJECT EXPERIENCE No. 5 FLOATING DOCK REPAIR LONGSHORE- MEN & HARBOR WORKERS' COMPENS- ATION INSURANCE	Project Title			
	Location		Date Completed	
	Owner's Name, Street Address and Telephone			
	Description of Project / Type of Work			
	Add'l Relevant Information	No. Years of experience in dock building and repair:	No. of Floating docks repaired:	Do you have Longshoremen & Harbor Workers' Compensation Insurance: Yes / No
	Your Role in Project	Prime Contractor / Subcontractor		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?
\$ _____	_____%	_____%	Yes / No	

Bernard O'Leary
Signature

8-10-07
Date

Bernard O'Leary Pres
Name and Title of Signing Officer

Accu-Cut Inc.
Company Name

P.O. Box 409 Gardena Ca 90248
Business Address

(310) 327-3454
Telephone

(310) 327-1741
Fax

CQE-7

R-6716

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENT
FOR THE IMPROVEMENT OF
NAPLES ISLAND SOIL ANCHORS, PHASE VI
IN THE CITY OF LONG BEACH, CALIFORNIA**

SUBCONTRACTOR: ACCU-CUT

SUB-CONTRACTOR'S PROJECT EXPERIENCE No. 1 SEAWALL SOIL ANCHOR INSTALLATION AND CORING THROUGH REINFORCED CONCRETE SEAWALL	Project Title		<u>Naples Island Soil Anch. VI</u>		
	Location		<u>L-B</u>	Date Completed <u>June 2006</u>	
	Owner's Name, Street Address and Telephone				
	<u>City L Beach.</u>				
	Description of Project / Type of Work				
	<u>CORING SEAWALLS</u>				
	Add'l Relevant Information		No. of Seawall Soil Anchors Installed: <u>118</u>	Coring through existing 10" thick minimum reinforced concrete seawall: <u>Yes</u> / No	
	Your Role in Project		<u>Prime Contractor / Subcontractor</u>		
Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?		
\$ _____	_____ %	_____ %	Yes / No		

SUB-CONTRACTOR'S PROJECT EXPERIENCE No. 2 SEAWALL SOIL ANCHOR INSTALLATION AND CORING THROUGH REINFORCED CONCRETE SEAWALL	Project Title				
	Location			Date Completed	
	Owner's Name, Street Address and Telephone				
	Description of Project / Type of Work				
	Add'l Relevant Information		No. of Seawall Soil Anchors Installed: _____	Coring through existing 10" thick minimum reinforced concrete seawall: Yes / No	
	Your Role in Project		<u>Prime Contractor / Subcontractor</u>		
	Contract Amount	Prime Contractor % of Project	Subcontractor % of Project	Did you have any financial interest in this project?	
\$ _____	_____ %	_____ %	Yes / No		

CQE-5

R-6716

ADDENDA / KNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise? Yes No
(Please check one or both, if applicable). (Circle One)
Woman-Owned _____
Minority-Owned _____ Which Racial Minority? _____

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 44 1 2 3 4 5 6
(Initial above all appropriate numbers)

Respectfully submitted,

AUGUST CONSTRUCTION INC BY [Signature]
Legal Name of Company Signature

ALAN ROBINSON
Print Name / Title

____ Individual
____ Joint Venture
____ Partnership (General) Names of Other General Partners

____ Partnership (Limited) Names of Other Partners

____ Limited Liability Company
 Corporation Incorporated Under the Laws of the State of California

Business Address 13400 FIGUEROA ST, LOS ANGELES
CALIF
(Actual Address - Do NOT list a post office box)

Business Telephone (310) 719-7603 Fax Telephone (310) 719-1024

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A license, Number 408070; license termination date is June 30, 2009.

Contractor's Employer Identification Number or Social Security # is [Redacted]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number _____; license termination date is _____.
Address listed on license _____


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:

_____ August Construction _____

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

_____  _____

Title: _____ PRESIDENT _____

Date: _____ 9/10/07 _____

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: 904561
 - B. Name of Insurer (NOT Broker): STATE Compensation Insurance FUND
 - C. Address of Insurer: 1275 MARKET ST SAN FRANCISCO, CA 94103
 - D. Telephone Number of Insurer: 877-405-4545

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): VARIOUS
 - B. Automobile Liability Insurance Policy Number: CBP8153743
 - C. Name of Insurer (NOT Broker): Peerless Insurance Company
 - D. Address of Insurer: 62 Maple Ave Keene, NH 03431
 - E. Telephone Number of Insurer: 800-542-5385

- 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: 6
- 5) Estimated total wages to be paid those workers: \$ 120,000⁰⁰
- 6) Dates (or schedule) when those wages will be paid: WEEKLY

- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: TWO

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

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

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>ACCU-CUT INC</u>	<u>CORE DRILL</u>
Address <u>PO BOX 409</u>	Dollar Amount of Contract \$ <u>15675</u>
City <u>Gardena Calif</u>	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. <u>310 327 3454</u>	License No. <u>477 040</u>
Name <u>SWIRT SLIP</u>	<u>SLIPS</u>
Address <u>2027 PLACENTIA AVE</u>	Dollar Amount of Contract \$ <u>39 550</u>
City <u>COSTA MESA CA 92627</u>	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. <u>949 631-3121</u>	License No. <u>79 7052 A</u>
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____

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
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

To qualify for a use tax direct payment permit, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.

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

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 §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications 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, Sections¹ 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 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; 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 25280-25299.96; 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 includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding 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; Depts. 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.

¹All references are to the California Revenue and Taxation Code unless otherwise indicated.

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 applications 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 34001-34481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45981; 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 25280-25299.96; 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 taxes and determining 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; Depts. 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.

*All references are to the California Revenue and Taxation Code, unless otherwise indicated

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, AUGUST CONSTRUCTION, INC., as PRINCIPAL, and SureTec Insurance Company, located at 3033 5th Ave. San Diego, CA 92103, a corporation, incorporated under the laws of the State of Texas, 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 Seven Hundred Ninety Thousand One Hundred Fifty DOLLARS (\$790,150), 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 Improvement of Naples Island Soil Anchors, Phase VI 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 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 September, 2007.

August Construction, Inc.
Contractor
By: [Signature]
Name: August Augustsson
Title: President

SureTec Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Frank Morones
Title: Attorney-in-Fact
Telephone: 626 859 1000

By:
Name:
Title:

Approved as to form this 21st day of September, 2007.

Approved as to sufficiency this 21 day of September, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

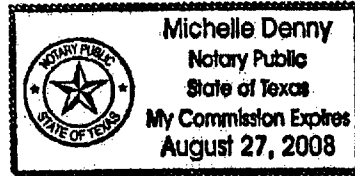


SURETEC INSURANCE COMPANY

By: [Signature]
B.J. King, President

State of Texas ss:
County of Harris

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008.

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of August, 2007, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

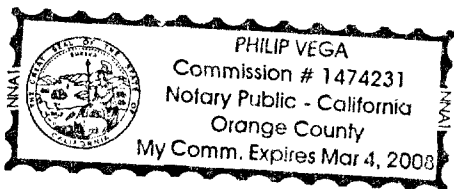
On September 11, 2007 before me, Philip Vega, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Frank Morones

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)
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on this 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: _____

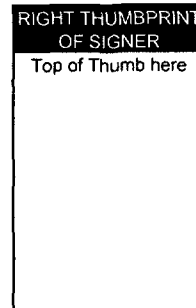
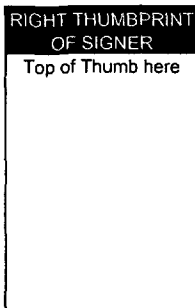
Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

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

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



Signer Is Representing: _____

Signer Is Representing: _____

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, AUGUST CONSTRUCTION, INC., as PRINCIPAL, and SureTec Insurance Company, located at 3033 5th Ave. San Diego, CA 92103, a corporation, incorporated under the laws of the State of Texas, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of Seven Hundred Ninety Thousand One Hundred Fifty DOLLARS (\$790,150), 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 Improvement of Naples Island Soil Anchors, Phase VI 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 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 September, 2007.

August Construction, Inc. Contractor

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

By:
Name:
Title:

SureTec Insurance Company SURETY admitted in California

By: [Signature]
Name: Frank Morones
Title: Attorney-in-Fact

Telephone: 626 859 1000

Approved as to form this 21st day of September, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

Approved as to sufficiency this 21 day of September, 2007.

By: [Signature] City Manager/City Engineer

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Philip E. Vega, Frank Morones

of Covina, CA its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety, providing the bond penalty does not exceed

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/08 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

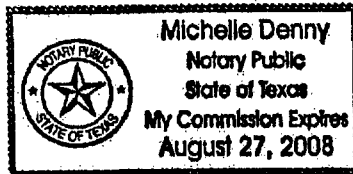
In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 20th day of June, A.D. 2005.

State of Texas ss:
County of Harris



SURETEC INSURANCE COMPANY
By: [Signature]
B.J. King, President

On this 20th day of June, A.D. 2005 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]
Michelle Denny, Notary Public
My commission expires August 27, 2008.

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of August, 2007, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

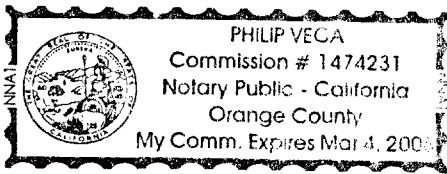
State of California

County of Orange

On September 11, 2007 before me, Philip Vega, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Frank Morones
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: _____

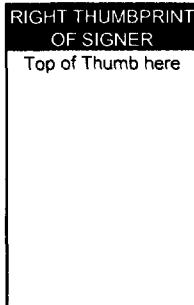
Signer(s) Other Than Named Above: _____

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:

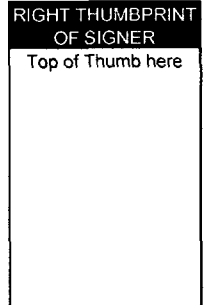
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } ss.

On SEPT. 19, 2009 before me, MARY ANN MCFARLAND, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared AGUST AGUSTSSON
Name(s) of Signer(s)

personally known to me
 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,
Mary Ann McFarland
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: ORIGINAL BOND IN DUPLICATE

Document Date: _____ Number of Pages: _____

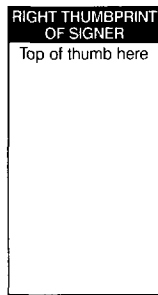
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



395
ACCOUNT: BU20612690
4

CITY OF LONG BEACH, CALIFORNIA
BUSINESS LICENSE
OWNERSHIP NON-TRANSFERABLE
LICENSE EXPIRES ON 08/21/08

DATE: 08/21/07

THE LICENSEE NAMED BELOW IS AUTHORIZED TO OPERATE THE FOLLOWING TYPE OF
BUSINESS: CONTRACTING - BUILDING
LOCATED AT: 13400 S FIGUEROA ST



AUGUST CONSTRUCTION INC
PO BOX 81005
LOS ANGELES CA 90081-0005

AUTHORIZED BY MICHAEL A. KILLEBREW
DIRECTOR - FINANCIAL MGMT

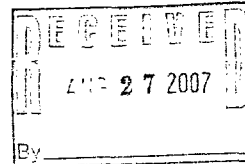
===== LICENSE HOLDER -- PLEASE NOTE =====

THE TOP PORTION OF THIS FORM IS YOUR LICENSE. YOU MUST DISPLAY THE
LICENSE IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES.

THE DATE YOUR LICENSE EXPIRES IS INDICATED ON THE FACE OF THE LICENSE.
IF YOU DO NOT RECEIVE A RENEWAL NOTICE BY THE EXPIRATION DATE, CONTACT
THE BUSINESS LICENSE SECTION AT (562) 570-6211.

NOTE: YOU ARE RESPONSIBLE FOR RENEWING THE LICENSE ON OR BEFORE THE
LICENSE EXPIRATION DATE. (PLEASE NOTIFY THE BUSINESS LICENSE
SECTION IF YOU ARE NO LONGER IN BUSINESS.)

PLEASE REPORT IMMEDIATELY ANY CHANGE IN OWNERSHIP, BUSINESS LOCATION,
MAILING ADDRESS, OR BUSINESS ACTIVITY TO THE BUSINESS LICENSE SECTION.



CITY OF LONG BEACH
333 W. Ocean Blvd (562) 570-5700
Loc/Rcpt: 4FLR 007 00035989 Trn: 0027
User Id: PAMETZG WI 21-08-2007 1,15
Acct: Received From:
0020612690 AUGUST CONSTRUCTION INC \$393.30
BU-BusLicense \$393.30
CK \$393.30
CHANGE \$0.00
Thank You

AVERT
PV119ED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of LOS ANGELES } ss.

On SEPT. 19, 2007 before me, MARY ANN MCFARLAND, NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared AGUST AGUSTSSON
Name(s) of Signer(s)

personally known to me
 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
Mary Ann McFarland
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: ORIGINAL BOND IN DUPLICATE

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

