

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

CONTRACT

32103

1
2
3 THIS CONTRACT is made and entered, in duplicate, as of March 2, 2011
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on March 1, 2011, by and between TECHNO
6 COATINGS, INC., a California corporation ("Contractor"), whose address is 1391 Allec
7 Street, Anaheim, California 92805, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Appian Way Bridge
10 Repainting in the City of Long Beach, California," dated January 19, 2011, and published
11 by City, bids were received, publicly opened and declared on the date specified in said
12 Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Plans and Specifications No. R-6747;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in "Plans and Specifications No. R-6747 for Appian Way Bridge
21 Repainting in the City of Long Beach, California," said work to be performed according to
22 the Contract Documents identified below. However, this Contract is intended to provide
23 to City complete and finished work and, to that end, Contractor shall do everything
24 necessary to complete the work, whether or not specifically described in the Contract
25 Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's "Bid for Appian Way Bridge Repainting in the City of

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

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,
7 Plans and Specifications No. R-6747 (which may include by reference the
8 Standard Specifications for Public Works Construction, latest edition, and any
9 supplements thereto, collectively the "Standard Specifications"); the City of Long
10 Beach Standard Plans; the California Code of Regulations; the various Uniform
11 Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the
12 Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-
13 Owned Business Enterprise Program; this Contract and all documents attached
14 hereto or referenced herein including but not limited to insurance; Bond for Faithful
15 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
16 addenda or change orders issued in accordance with the Standard Specifications;
17 any permits required and issued for the work; approved final design drawings and
18 documents; and the Information Sheet. These Contract Documents are
19 incorporated herein by the above reference and form a part of this Contract.

20 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
21 if any conflict or inconsistency exists or develops among or between Contract
22 Documents, the following priority shall govern: 1) Permit(s) from other public
23 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
24 hereto); 4) Addenda (which shall include written clarifications, corrections and
25 changes to the bid documents and other types of written notices issued prior to bid
26 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
27 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
28 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)

1 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

2 4. TIME FOR CONTRACT. Contractor shall commence work on a date
3 to be specified in a written "Notice to Proceed" from City and shall complete all work
4 within eighty (80) working days thereafter, subject to strikes, lockouts and events beyond
5 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
6 the work is not completed within the time stated, but those damages would be difficult or
7 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
8 amount stated in the Contract Documents.

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

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

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

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

1 connected with the performance of the work.

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

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

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

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

19 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

28 B. If Contractor is prevented, in any manner, from strict

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

7 13. NOTICES.

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

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

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

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

1 will be held directly responsible to Contractor.

2 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

8 19. TAXES AND TAX REPORTING.

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

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

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

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

20 E. Contractor shall not be entitled to and by signing this Contract
21 waives any claim or damages for delay against City if Contractor does not timely
22 submit these forms to the appropriate governmental entity. Contractor may
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, gender identity, AIDS, HIV
13 status, handicap or disability. It is the policy of the City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
15 encourages Contractor to use its best efforts to carry out this policy in the award of all
16 subcontracts.

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

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

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

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

28 ///

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

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.

TECHNO COATINGS, INC., a California corporation

By [Signature], 2011
President
MICHAEL BIRNEY
Type or Print Name

By [Signature], 2011
Secretary
DONALD G. WATSON
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4.27, 2011
By [Signature], 2011
Assistant City Manager
City Manager
EXECUTED PURSUANT TO SECTION 301 OF CITY CHARTER.

"City"

This Contract is approved as to form on 4/20, 2011.

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

EXHIBIT A

BIDDER'S NAME: Techno Coatings, Inc.

**BID TO THE CITY OF LONG BEACH
APPIAN WAY BRIDGE REPAINTING IN THE CITY OF LONG BEACH,
CALIFORNIA**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on January 19, 2011, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6747 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization / Demobilization	1	LS	\$15,000.00	\$15,000.00
2.	(S) Containment / Environmental Protection Plans	1	LS	\$20,000.00	\$20,000.00
3.	Worker Protection Plan	1	LS	\$12,000.00	\$12,000.00
4.	(S) Prepare and Recoat Span 1 (full removal and overcoat)	1	LS	\$75,000.00	\$75,000.00
5.	(S) Prepare and Recoat Spans 2 through 7 (spot repair and overcoat)	1	LS	\$341,000.00	\$341,000.00
6.	(S) Prepare and Recoat Guardrails (spot repair and overcoat)	1	LS	\$90,000.00	\$90,000.00
7.	(S) Waste Handling, Waste Handling Plan and Disposal	1	LS	\$10,000.00	\$10,000.00
8.	Temporary Traffic Control	1	LS	\$9,800.00	\$9,800.00

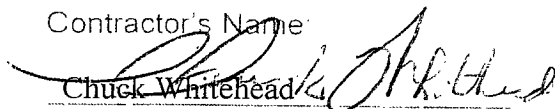
TOTAL AMOUNT BID \$572,800.00

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:


Chuck Whitehead

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

Title Western Region V.P.

Date January 18, 2011

EXHIBIT C

EXHIBIT D

LIST OF SUBCONTRACTORS

in accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor 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 one-half of 1 percent of the prime contractor's total bid or in the case of bids or offers for the construction of streets or highways, including bridges in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Safway Scaffolding</u>	Type of Work	<u>Scaffolding</u>
Address	<u>601 W. 140th Street</u>		
City	<u>Gardena, CA 90248</u>	Dollar Value of Subcontract	<u>\$ 103,000.00</u>
Phone No.	<u>(310) 532-6690</u>		
License No.	<u>CA-944430</u>		

Name	<u>G&C Equipment</u>	Type of Work	<u>Materials</u>
Address	<u>1875 W. Redondo Beach Blvd., #102</u>		
City	<u>Gardena, CA 90247</u>	Dollar Value of Subcontract	<u>\$ 21,000.00</u>
Phone No.	<u>(310) 515-6715</u>		
License No.	<u>N/A</u>		

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____		

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, TECHNO COATINGS, INC., a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland located at 801 N. Brand Blvd., Glendale, CA 91203, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FIVE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$572,800), 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 Appian Way Bridge Repainting 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 March, 2011.

Techno Coatings, Inc.
Contractor
By: [Signature]
Name: MICHAEL BIRNEY
Title: PRESIDENT
By: [Signature]
Name: LEWALD G WATSON
Title: SECRETARY

Fidelity and Deposit Company of Maryland
SURETY, admitted in California
By: [Signature]
Name: Lisa L. Thornton
Title: Attorney in Fact
Telephone: 213 630-3200

Approved as to form this 20th day of April, 2011.

Approved as to sufficiency this 23rd day of March, 2011.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On April 14, 2011,
Date

before me,

Kathleen M. Smith, Notary Public

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

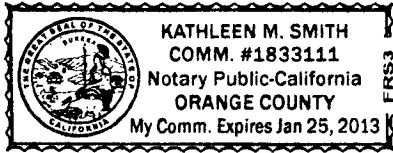
personally appeared

Michael Birney

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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Bond for Faithful Performance

Title or Type of Document:

Document Date: March 11, 2011

Number of Pages: one

Signer(s) Other Than Named Above: Donald G. Watson

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Birney

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Techno Coatings, Inc.

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 3/11/2011 before me, Celia V. Garcia, Notary Public

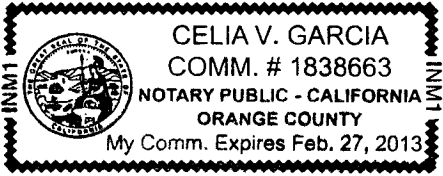
personally appeared Donald C. Watson

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

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

WITNESS my hand and official seal.

Signature Celia V. Garcia
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

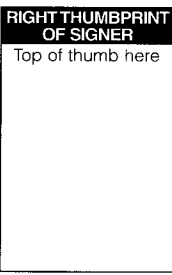
Title or Type of Document: Bond for Faithful Performance

Document Date: 3/11/2011 Number of Pages: ONE

Signer(s) Other Than Named Above: Michael Birney

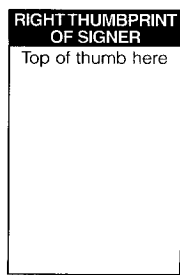
Capacity(ies) Claimed by Signer(s)

- 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

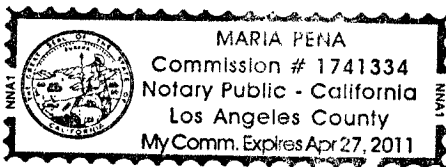
State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.



Signature 
Maria Peña

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lisa L. THORNTON, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lisa L. THORNTON, dated May 25, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of August, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith Assistant Secretary

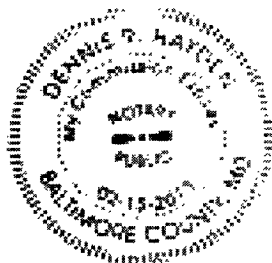
Paul C. Rogers

By: *Paul C. Rogers* Vice President

State of Maryland }
Baltimore County } ss:

On this 4th day of August, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden Notary Public
My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of MAY, _____.


Assistant Secretary

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, TECHNO COATINGS, INC., a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 801 N. Brand Blvd., Glendale, CA 91203, a corporation, incorporated under the laws of the State of Maryland, 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 FIVE HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED DOLLARS (\$572,800), 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 Appian Way Bridge Repainting 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 March, 2011.

Techno Coatings, Inc.
Contractor

By: [Signature]
Name: MICHAEL BIRNEY
Title: PRESIDENT

By: [Signature]
Name: DONALD G. WATSON
Title: SECRETARY

Approved as to form this 20th day of April, 2011.

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

Fidelity and Deposit Company of Maryland
By: [Signature]
Lisa L. Thornton, Attorney in Fact

Approved as to sufficiency this 23rd day of March, 2011.

By: [Signature]
City Manager / City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

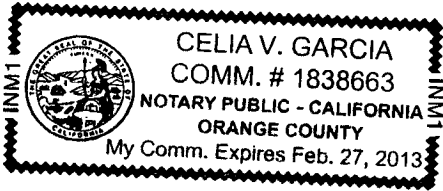
On March 11, 2011 before me, Celia V. Garcia, Notary Public

personally appeared Donald G. Watson

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Celia V. Garcia
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: Labor and Material Bond

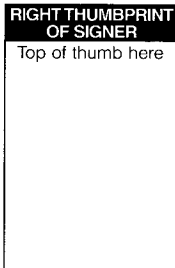
Document Date: 3/11/2011 Number of Pages: 0112

Signer(s) Other Than Named Above: Michael Birney

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

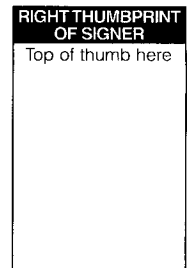
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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 Orange

} ss.

On April 14, 2011, before me, Kathleen M. Smith, Notary Public,

Date

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

personally appeared

Michael Birney

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.



Place Notary Seal Above

WITNESS my hand and official seal.

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor & Material Bond

Document Date: March 11, 2011 Number of Pages: one

Signer(s) Other Than Named Above: Donald G. Watson

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Birney

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Techno Coatings, Inc.

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

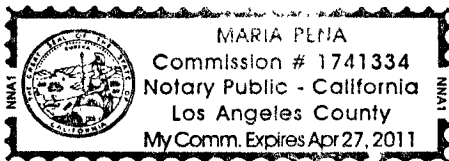
State of California

County of Los Angeles

On MAR 27 2011 before me, Maria Peña, Notary Public,
personally appeared Lisa L. Thornton who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

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

WITNESS my hand and official seal.



Signature _____

A handwritten signature in cursive script, appearing to read "Maria Peña", written over a horizontal line.

Maria Peña

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Lisa L. THORNTON, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its ~~agent and~~ **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Lisa L. THORNTON, dated May 25, 2001.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of August, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

By:

Paul C. Rogers

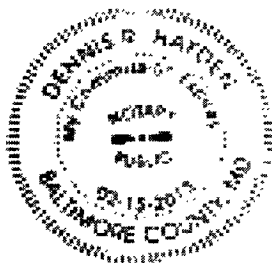
Paul C. Rogers

Vice President

State of Maryland }
Baltimore County } ss:

On this 4th day of August, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 15, 2013

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,....and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this _____ day of May, _____.


Assistant Secretary