

AGREEMENT

THIS AGREEMENT is made and entered into, in duplicate, as of the
12th day of November, 2006, pursuant to Title 20.40 of the Municipal
Code and by and **30500**

BETWEEN

CITY OF LONG BEACH, a municipal
corporation, organized under the laws of the
State of California, hereinafter designated as
the "**CITY**"

AND

MC DONNELL DOUGLAS CORPORATION,
hereinafter designated as the "**DEVELOPER**"

WHEREAS, said **DEVELOPER** has undertaken to develop the real property in
the City of Long Beach, County of Los Angeles, State of California, described as being
a final plot. Being a subdivision of portions of Lots 40, 51, and 52 of Tract No. 8084, as
per map recorded in book 171, pages 24 through 30, inclusive of maps, together with
those portions of Lakewood Boulevard as shown on said Tract No. 8084 vacated and
abandoned by the State of California Highway Commission, a certified copy of which
was recorded May 19, 1959 as Instrument No. 3601, of official records of said County;
and

WHEREAS, said **DEVELOPER** now desires to make and enter into a
construction agreement with the City of Long Beach.

NOW, THEREFORE, in consideration of the covenants, conditions and
provisions herein contained, it is hereby mutually agreed as follows:

(1) That said **DEVELOPER** shall, on or prior to the last day of December 2007, complete, to the satisfaction of the City Engineer of said City, all of the improvement work required by Title 20 of the Municipal Code of the City of Long Beach, which improvement work together with the estimated cost is set forth with more particularly on Exhibit A, attached hereto and made a part hereof by reference thereto.

(2) **DEVELOPER** shall prosecute the improvement work in a diligent and workmanlike manner to completion. In the event **DEVELOPER** fails or neglects to complete all of said work as aforesaid and within the time specified, **CITY** shall have the right at any time thereafter to complete the same with City forces or by separate contract and thereupon recover from said **DEVELOPER** the full cost and expense thereby incurred by the **CITY**.

(3) **CITY** shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage occurring to the improvement work specified in this agreement prior to the completion and acceptance of same, nor shall **CITY**, nor any officer or employee thereof, be liable to any persons or property injured by reason of the nature of said work or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of said work, but all of said liabilities shall be assumed by the **DEVELOPER**. **DEVELOPER** further agrees to protect, defend and hold harmless the **CITY** and the officers and employees thereof from all loss, liability or claim because of, or arising out of, the acts or omissions of **DEVELOPER**, his agents and employees, in the performance of this agreement, or arising out of the use of any patent or patented article in the construction of said work.

(4) **DEVELOPER** shall deposit money with the City Treasurer or shall furnish to the **CITY** a good and sufficient surety bond or bonds, or file with the **CITY** an Instrument of Credit, in an amount not less than 100 percent of the estimated cost of the

improvement work described in Exhibit A attached hereto for the faithful performance of the terms and conditions of this agreement, and in addition, for Labor and Materials in the amount not less than 50 percent of the said estimated cost of the improvement work to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. If the security posted by **DEVELOPER** is a surety bond or bonds, and the surety on any of said bonds, in the opinion of the **CITY**, becomes insufficient, **DEVELOPER** agrees to renew each and every bond or bonds with good and sufficient sureties within ten (10) days after receiving notice that said surety or sureties are insufficient.

(5) All applicable provisions of Title 20 of the Municipal Code of the City of Long Beach, and the provisions of Title 7, Division 2, Chapter 5 (commencing with Section 66499) of the Government Code of the State of California are hereby incorporated herein and made a part hereof.

(6) It is agreed by and between the parties hereto, including the surety or sureties on the bond or bonds attached to this contract, that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this contract, such extension of time may be granted, from time to time, by the **CITY**, either at the **CITY'S** own election, or upon request of the **DEVELOPER**, and such extensions shall in no way affect the validity of this contract or release the surety or sureties on said bonds. **DEVELOPER** further agrees to maintain the aforesaid bond or bonds in full force and effect during the term of this contract, including any extensions of time as may be granted from time to time.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signature.

CITY OF LONG BEACH, a Municipal Corporation

November 12, 2006⁷

BY: 
CITY MANAGER

October 11, 2006

BY: 
DEVELOPER
Alan E. DeFrancis
Authorized Signatory

_____, 2006

BY: _____
DEVELOPER

_____, 2006

BY: _____
DEVELOPER

_____, 2006

BY: _____
DEVELOPER

Approved as to form this 17th day of November, 2006⁷

ROBERT E. SHANNON, City Attorney

BY: 
DEPUTY

ALL PURPOSE ACKNOWLEDGEMENT

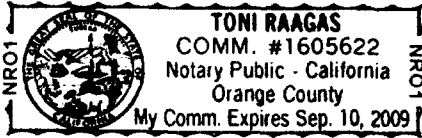
State of California)
County of Orange) SS

On October 11, 2006 before me, TONI RAAGAS

personally appeared ALAN E. DEFRANCIS

- 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 capacities, 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.

Toni Raagas

(Signature or 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

Signer's Name: _____

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

Signer is Representing: _____

EXHIBIT A

TM 61252-1

Paul A. Mooté & Associates, Inc.



1528 E. Warner Avenue, Suite 57
Santa Ana, CA 92705

Tel: (714) 751-5557 • Fax: (714) 751-4552 • www.mooté.com

Utility Resource Network • Forensic Estimating & Consulting • Bond Exoneration • Land Acquisition Services
Land Development Consultants • Cost Estimating • Construction Management • CFD/Bid Administration • Third Party Review

September 14, 2006

Mrs. Deborah Stanley
Boeing Realty Corp.
15480 Laguna Canyon Road, Ste 200
Irvine, CA 92618

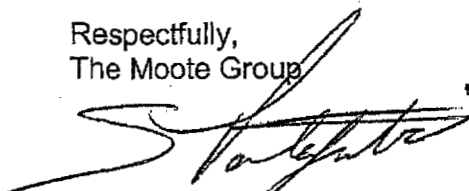
Subject: Douglas Park Bond Summary
City of Long Beach, CA

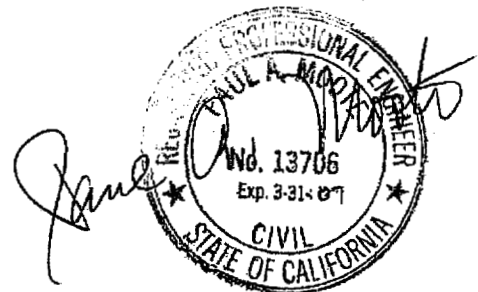
Dear Mrs. Stanley

The Mooté Group is submitting a revised construction bond summary for Douglas Park including a detailed description for each scope of work with quantities and extended dollar amounts. The summary includes the infrastructure improvements and construction management costs. The total amount given has been estimated for the purpose of providing a performance bond dollar amount. The estimated amounts provided represent each facility complete based on preliminary plans not for construction, tract No. 61252 and public infrastructure phase #1 sheets 1 through 72 plotted April 19, 2006 and stamped April 19, 2006.

Please do not hesitate to contact me with any questions or concerns.

Respectfully,
The Mooté Group


Scott Porterfield
Senior Project Manager





**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

SUMMARY CONSTRUCTION BOND

September 14, 2006

No. DESCRIPTION	AMOUNT
1 STORM DRAIN FACILITIES	\$4,152,225
2 SEWER FACILITIES	\$0
3 WATER FACILITIES	\$0
4 RECLAIMED WATER FACILITIES	\$0
5 ROADWAY FACILITIES	\$6,930,100
6 SIGNALIZATION	\$795,625
7 DRY UTILITIES (Carson Street Imp. only)	\$295,160
8 STREET LIGHTS	\$945,720
9 LANDSCAPING & IRRIGATION	\$7,352,352
SUB-TOTAL: CONSTRUCTION COSTS	\$20,471,182
20% CONTINGENCY	\$4,094,236
10 CONSTRUCTION MANAGEMENT (Limit 10%)	\$2,047,118
GRAND TOTAL	\$26,612,537

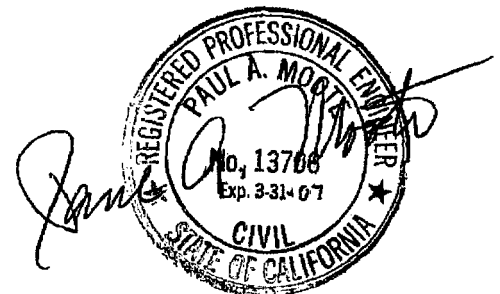
The following items are bonded directly to The Long Beach Water Dept.

1 SEWER FACILITIES	\$2,353,085
2 WATER FACILITIES	\$2,867,302
3 RECLAIMED WATER FACILITIES	\$1,330,380

The following item is bonded directly to The Dry Utility Entities.

4 DRY UTILITY IMPROVEMENTS LESS CARSON STREET IMP.	\$1,925,506
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Prepared by The Mootte Group



**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

<u>ITEM NO.</u>	<u>** STORM DRAIN FACILITIES **</u>	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
1.	12" PVC w/Bedding & Backfill	LF	35.00	40	1,400
2.	18" RCP w/Bedding & Backfill	LF	100.00	1,592	159,200
3.	24" RCP w/Bedding & Backfill	LF	120.00	3,839	460,680
4.	30" RCP w/Bedding & Backfill	LF	135.00	1,955	263,925
5.	36" RCP w/Bedding & Backfill	LF	145.00	3,055	442,975
6.	39" RCP w/Bedding & Backfill	LF	160.00	0	0
7.	42" RCP w/Bedding & Backfill	LF	200.00	1,717	343,400
8.	48" RCP w/Bedding & Backfill	LF	205.00	426	87,330
9.	54" RCP w/Bedding & Backfill	LF	210.00	574	120,540
10.	60" RCP w/Bedding & Backfill	LF	250.00	1,144	286,000
11.	66" RCP w/Bedding & Backfill	LF	300.00	1,857	557,100
12.	78" RCP w/Bedding & Backfill	LF	380.00	630	239,400
13.	84" RCP w/Bedding & Backfill	LF	400.00	458	183,200
14.	Double 54"RCP w/Bedding & Backfill	LF	275.00	0	0
15.	90" RCP w/Bedding & Backfill	LF	450.00	0	0
16.	Catch Basin w/Local Depression, W=3.5'	EA	3,600.00	55	198,000
17.	Catch Basin w/Local Depression, W=7'	EA	4,500.00	19	85,500
18.	Catch Basin w/Local Depression, W=14'	EA	5,200.00	10	52,000
19.	Catch Basin w/Local Depression, W=21'	EA	6,200.00	1	6,200
20.	Manhole Structure w/1st Raise - 24"(APWA #321-1)	EA	3,250.00	9	29,250
21.	Manhole Structure w/1st Raise - 30"(APWA #321-1)	EA	3,250.00	3	9,750
22.	Manhole Structure w/1st Raise - 36"(APWA #320-1)	EA	4,150.00	10	41,500
23.	Manhole Structure w/1st Raise - 42"(APWA #320-1)	EA	4,300.00	3	12,900
24.	Manhole Structure w/1st Raise - 48"(APWA #320-1)	EA	4,500.00	4	18,000
25.	Manhole Structure w/1st Raise - 54"(APWA #320-1)	EA	5,850.00	3	17,550
26.	Manhole Structure w/1st Raise - 66"(APWA #320-1)	EA	8,250.00	5	41,250
27.	Manhole Structure w/1st Raise - 84"(APWA #322-1)	EA	8,750.00	2	17,500
28.	Manhole Structure w/1st Raise - 90"	EA	9,500.00	0	0
29.	Transition Structure, 90" RCP to 48"RCP	EA	17,500.00	1	17,500
30.	Connect to Existing RCB	EA	7,250.00	0	0
31.	Transition Structure, Line "4" (10.5')	LS	7,250.00	1	7,250
32.	Transition Structure, Line "4A" (66')	LS	94,120.00	1	94,120
33.	Transition Structure, Line "C" (58')	LS	46,155.00	1	46,155
34.	Reinforced Conc. Box, Line "4" (5')	LS	7,600.00	1	7,600
35.	Reinforced Conc. Box, Line "A" (20')	LS	17,500.00	1	17,500
36.	Reinforced Conc. Box, Line "C" (16')	LS	14,500.00	1	14,500
31.	Junction Structure - 18"	EA	3,250.00	14	45,500
32.	Junction Structure - 24" (APWA 332-1)	EA	2,800.00	6	16,800
33.	Junction Structure - 24" (APWA 331-1)	EA	3,200.00	5	16,000
34.	Concrete Collar	EA	1,800.00	15	27,000
35.	Pull Plug & Join	EA	750.00	7	5,250
36.	48" CMP Riser	EA	1,000.00	7	7,000
37.	36" CMP Riser	EA	750.00	0	0
38.	Brick & Mortar Plug	EA	750.00	8	6,000
39.	Junction Structure - 36" / Larger	EA	8,500.00	2	17,000
40.	Junction Structure - 90"x54"	EA	3,500.00	0	0
41.	Demo Existing 78" RCP & RCB, Line "C" (653')	LS	65,000.00	1	65,000
42.	Sawcut, Remove and Replace Existing AC	SF	10.00	6,750	67,500
Sub-Total, STORM DRAINAGE					4,152,225

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** SANITARY SEWER FACILITIES **	UNIT MEAS	UNIT PRICE	QUAN	AMOUNT
1	8" VCP Mainline, with Bedding & Backfill	LF	\$32.00	12,613	\$403,616
2	10" VCP Mainline, with Bedding & Backfill	LF	\$36.00	45	\$1,620
3	12" VCP Mainline, with Bedding & Backfill	LF	\$89.00	4,811	\$428,179
4	15" VCP Mainline, with Bedding & Backfill	LF	\$104.00	390	\$40,560
5	18" VCP Mainline, with Bedding & Backfill	LF	\$56.00	688	\$38,528
6	21" VCP Mainline, with Bedding & Backfill	LF	\$141.00	3,119	\$439,779
7	4" VCP Stubs to Parcels with Bedding & Backfill	EA	\$1,250.00	284	\$355,000
8	6" VCP Stubs to Parcels with Bedding & Backfill	EA	\$1,500.00	31	\$46,500
9	8" VCP Stubs to Parcels with Bedding & Backfill	EA	\$1,850.00	32	\$59,200
10	8" VCP Sewer Clean Out	EA	\$821.00	38	\$31,198
11	48" Standard Manholes w/1st Raise	EA	\$3,584.00	63	\$225,792
12	60" Standard Manholes, Terminus w/1st Raise	EA	\$5,800.00	43	\$249,400
13	Break into Existing Manhole, Re-Channel & Join	LS	\$3,500.00	0	\$0
14	Stub out for Future Connections	EA	\$1,500.00	4	\$6,000
15	Pull Plug & Join Existing	EA	\$100.00	69	\$6,900
16	Sawcut, Remove & Replace Existing AC & Sidewalk	SF	\$10.00	0	\$0
17	Traffic Control	LS	\$10,517.00	1	\$10,517
18	Video Sewer	LF	\$0.50	20,592	\$10,296
SUBTOTAL				\$2,353,085	

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** WATER FACILITIES **	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
1	16" DIP Main, with Bedding and Backfill	LF	\$103.00	3,810	\$392,430
2	12" DIP Main, with Bedding and Backfill	LF	\$59.00	12,538	\$739,742
3	8" DIP Main, with Bedding and Backfill	LF	\$55.00	9,428	\$518,540
4	16" Butterfly Valves w/1st Raise	EA	\$2,800.00	10	\$28,000
5	12" Gate Valves w/1st Raise	EA	\$1,875.00	26	\$48,750
6	8" Gate Valves w/1st Raise	EA	\$950.00	55	\$52,250
7	Construct Siphon	EA	\$3,500.00	4	\$14,000
8	1" Domestic Service	EA	\$975.00	400	\$390,000
9	2" Domestic Service	EA	\$1,250.00	36	\$45,000
10	4" Domestic Service	EA	\$4,500.00	7	\$31,500
11	6" Domestic Service	EA	\$7,500.00	42	\$315,000
12	2" End Plug w/ 2" Blow Off	EA	\$1,200.00	9	\$10,800
13	4" Air Vacuum Release Valve	EA	\$1,850.00	5	\$9,250
14	4" Blow Off	EA	\$1,800.00	4	\$7,200
15	2" Blow Off	EA	\$1,500.00	0	\$0
16	Standard Fire Hydrant Assembly w/1st Raise	EA	\$3,200.00	70	\$224,000
17	Stub out w/Temporary Blow off	EA	\$1,750.00	3	\$5,250
18	Pull Plug & Join Existing	EA	\$500.00	36	\$18,000
19	Pot Hole & Verify Depth & Location	EA	\$1,500.00	2	\$3,000
20	Hot Tap Connection	EA	\$3,500.00	2	\$7,000
21	Sawcut, Remove and Replace Existing AC	SF	\$7.50	600	\$4,500
22	Traffic Control	LS	\$3,090.00	1	\$3,090
SUBTOTAL					\$2,867,302

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** RECLAIMED WATER FACILITIES **	UNIT MEAS	UNIT PRICE	QUAN	AMOUNT
1	12" DIP Main, with Bedding and Backfill	LF	\$71.00	1,100	\$78,100
2	10" DIP Main, with Bedding and Backfill	LF	\$45.00	0	\$0
3	8" DIP Main, with Bedding and Backfill	LF	\$57.00	13,207	\$752,799
4	6" DIP Main, with Bedding and Backfill	LF	\$38.00	3,216	\$122,208
5	12" Gate Valves w/1st Raise	EA	\$2,200.00	2	\$4,400
6	10" Gate Valves w/1st Raise	EA	\$1,800.00	0	\$0
7	8" Gate Valves w/1st Raise	EA	\$1,200.00	27	\$32,400
8	6" Gate Valves w/1st Raise	EA	\$950.00	14	\$13,300
9	Construct Siphon	EA	\$4,500.00	10	\$45,000
10	2" End Plug w/ 2" Blow Off	EA	\$1,750.00	10	\$17,500
11	2" Blow Off	EA	\$2,000.00	3	\$6,000
12	1" Air Vacuum Release Valve	EA	\$1,850.00	3	\$5,550
13	Stub out w/Temporary Blow off	EA	\$1,750.00	3	\$5,250
14	Pull Plug & Join Existing	EA	\$500.00	13	\$6,500
15	Pot Hole & Verify Depth & Location	EA	\$2,800.00	0	\$0
16	Hot Tap Connection	EA	\$7,500.00	1	\$7,500
17	Sawcut, Remove and Replace Existing AC	SF	\$7.50	5,697	\$42,728
18	Traffic Control	LS	\$5,995.00	1	\$5,995
19	2" Service Meter (Irrigation Service)	EA	\$1,850.00	69	\$127,650
20	12" DIP Main @ Tunnel Crossing	LF	\$115.00	500	\$57,500
SUBTOTAL					\$1,330,380

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** ROADWAY FACILITIES **	UNIT MEAS	UNIT PRICE	QUAN	AMOUNT
1	.2'AC/1.9'CMB, 1st Lift, Interior	SF	\$2.70	649,049	\$1,752,432
2	.2'AC/1.2'CMB, 1st Lift, Interior	SF	\$2.80	332,307	\$930,460
3	.48'AC/1.64'CMB, 1st Lift, Interior	SF	\$4.70	26,565	\$124,856
4	Alley Pavement 2'AC/ 6"AB, 1st Lift, Interior	SF	\$1.80	197,200	\$354,960
5	.15'AC Cap, 2nd Lift, Interior	SF	\$0.52	975,866	\$507,450
5	6" Curb & Gutter w/Base APWA #120-1	LF	\$24.00	38,579	\$925,896
6	8" Curb & Gutter w/Base APWA #120-1	LF	\$24.65	1,600	\$39,440
7	6" Island Median Curb Only APWA #120-1	LF	\$23.00	3,083	\$70,909
8	Bike Trail, Class 1 W=8'	LF	\$21.00	1,900	\$39,900
9	4" PCC Sidewalk, W=Varies	SF	\$3.95	185,193	\$731,512
10	Wheelchair Ramp Enhancement	EA	\$250.00	73	\$18,250
11	8" PCC Cross Gutter, with Base	SF	\$13.50	5,200	\$70,200
12	Round About Paving, 8" PCC Slab w/ Cobble Stone	SF	\$18.00	1,177	\$21,186
13	6" PCC Alley Intersection, W=20' / Driveway	SF	\$4.00	6,423	\$25,692
14	Survey Monuments	EA	\$335.00	16	\$5,360
15	Traffic Control	LS	\$7,900.00	1	\$7,900
16	Raise Sewer, Water MH/Valves	LS	\$60,750.00	1	\$60,750
17	Grading for Street Improvements	LS	\$335,942.00	1	\$335,942
18	Concrete / Asphalt Maintenance, R&R	LS	7.00%	5,613,143	\$392,920
19	Striping & Pavement Markings	LS	\$191,865	1	\$191,865
20	Sawcut, Remove & Dispose of Existing Curb & Gutter, Plus 2'	LF	\$10.00	4,402	\$44,020
21	Survey	LS	\$278,200	1	\$278,200
SUBTOTAL					\$6,930,100

DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252

CONSTRUCTION COST ESTIMATE

No.	** SIGNALIZATION **	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
1	Modify 4-Way Signal at Lakewood and "C" Street - Complete upon 1st C.of O. On 1st 50 Acres of Residential (Phase 1 Residential)	LS	125,000.00	1	125,000
2	Modify Signal at Lakewood and Carson Street, (Assumed Phase 1 Residential)	LS	115,000.00	1	115,000
3	New 3-Way Signal at Lakewood and F Street, Complete upon 1st C.of O. On next 40 Acres of Residential (Phase 1 Residential)	LS	215,000.00	1	215,000
4	Modify Signal at Lakewood and G Street, (Assumed Phase 1 Residential)	LS	125,625.00	1	125,625
5	New Signal 3-Way at Carson and 2nd Street, (Assumed Phase 1 Residential)	LS	215,000.00	1	215,000
SUBTOTAL					795,625

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** DRY UTILITIES **	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
CARSON STREET DRY UTILITIES ONLY					
1	CARSON STREET DRY UTILITY IMPROVEMENTS	LS	\$295,160	1	\$295,160
2	CONTRACTOR CHARGES TAX COMPONENT	LS	\$0	0	Included Above
3	EDISON ELECTRIC CHARGES	LS	\$0	0	Included Above
4	LONG BEACH GAS/GAS DEPOSITS	LS	\$0	0	Included Above
5	ESTIMATED UTILITY REFUNDS	LS	\$0	0	Included Above
CARSON STREET TOTAL AMOUNT					\$295,160
DRY UTILITIES					
1	DRY UTILITY IMPROVEMENTS	LS	\$2,220,666	1	\$2,220,666
2	CONTRACTOR CHARGES TAX COMPONENT	LS	\$0	0	Included Above
3	EDISON ELECTRIC CHARGES	LS	\$0	0	Included Above
4	LONG BEACH GAS/GAS DEPOSITS	LS	\$0	0	Included Above
5	ESTIMATED UTILITY REFUNDS	LS	\$0	0	Included Above
1	CARSON STREET DRY UTILITY IMPROVEMENTS	LS	-\$295,160	1	-\$295,160
TOTAL AMOUNT DRY UTILITIES LESS CARSON STREET IMP.					\$1,925,506

DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252

CONSTRUCTION COST ESTIMATE

No.	** STREET LIGHTS **	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
1	STREET LIGHTS (by Developer)	LS	\$945,720	1	\$945,720
SUBTOTAL					<u>\$945,720</u>

**DOUGLAS PARK, LONG BEACH CA
PUBLIC INFRASTRUCTURE TRACT NO. 61252**

CONSTRUCTION COST ESTIMATE

No.	** LANDSCAPE & IRRIGATION / AMENITIES **	<u>UNIT MEAS</u>	<u>UNIT PRICE</u>	<u>QUAN</u>	<u>AMOUNT</u>
STREET PARKWAYS:					
1	Parkway Street Trees - 36" Box Along Primary, 35' O.C.	EA	\$860.00	430	\$369,800
2	Parkway Street Trees - 36" Box Along Collectors, 35' O.C.	EA	\$860.00	300	\$258,000
3	Parkway Street Trees - 48" Box Along Primary, 35' O.C.	EA	\$1,241.00	1	\$1,241
4	Parkway Street Trees - 24" Box Along Carson & Lakewood, 35'	EA	\$360.00	128	\$46,080
5	Median Street Trees - 24" Box	EA	\$310.00	16	\$4,960
6	Streetscape - Parkways	SF	\$5.00	137,578	\$687,890
7	Streetscape - Medians	SF	\$6.00	24,195	\$145,170
8	Maintenance	%	\$1,513,141	8%	\$121,051
PARK "A"					
9	Passive Park @ Carson St. & Lakewood BLVD. (.4AC)	LS	\$185,000.00	1	\$185,000
PARK "B"					
10	Public Park w/ Amenities, Private Recreation Facility w/ Pool,	LS	\$1,498,565.00	1	\$1,498,565
PARK "C"					
11	Passive Park including Bicycle Path Improvements (1.1AC)	LS	\$203,062.00	1	\$203,062
PARK "D"					
12	Most Westerly Park w/ rest rooms, trellis & Parking Lot. (5.8AC)	LS	\$2,089,913.00	1	\$2,089,913
SUB-TOTAL					<u>\$5,610,732</u>
LAKWOOD BOULEVARD					
Phase #1 (Conant Str. To Spring Str.)					
1	Lakewood BLVD. Median Landscape	LS	\$796,665.50	100%	\$796,666
2	Lakewood BLVD. Median Landscape City of Long Beach Contribution	LS	-\$400,000.00	100%	-\$400,000
SUB-TOTAL					<u>\$396,666</u>
Phase #2 (Conant Str. to Carson Str.)					
1	Street Trees - 36" Box	EA	\$815.00	180	\$146,700
2	Street Trees - 20' Palms	EA	\$3,950.00	141	\$556,950
3	Street Trees - 15 Gallon	EA	\$185.00	943	\$174,455
4	Streetscape - Parkways	SF	\$5.00	36,277	\$181,385
5	Streetscape - Medians	SF	\$6.00	30,973	\$185,838
6	Maintenance	%	\$1,245,328	8%	\$99,626
SUB-TOTAL					<u>\$1,344,954</u>
GRAND TOTAL					<u>\$7,352,352</u>

BOND FOR FAITHFUL PERFORMANCE

WHEREAS, the City of Long Beach and McDonnell Douglas, a **Corporation** Corporation, hereinafter designated as "**PRINCIPAL**", have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated November 12, 200~~6~~⁷, and identified as Tract No. 61252-1 is hereby referred to and made a part hereof; and

WHEREAS, said **PRINCIPAL** is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, we the **PRINCIPAL** and Liberty Mutual Insurance Company, as Surety, a corporation organized and existing under the laws of the State of MA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," in the penal sum of Twenty Six Million Six Hundred Thirteen Thousand dollars (\$26,613,000.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, shall indemnify and save harmless the City, its officers, agents and employees, then this

obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

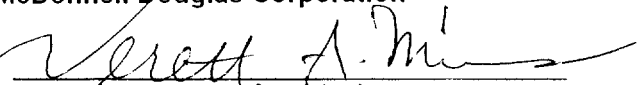
As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder of the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 16th day of October, 2006.

McDonnell Douglas Corporation

BY:


PRINCIPAL *Verett A. Hims*
Assistant Treasurer

Liberty Mutual Insurance Company

BY:


SURETY

Linda Iser, Attorney-in-Fact

Approved as to form this 7th day of NOVEMBER, 2006. ⁷

ROBERT E. SHANNON, City Attorney

BY: Michael Z. Mini
DEPUTY

Approved as to sufficiency this 9th day of November, 2006. ⁷


BY: Chris Jan
DIRECTOR OF PUBLIC WORKS

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

On this 16th day of October, 2006, before me, Karen Daniel, a Notary Public, within and for said County and State, personally appeared Linda Iser to me personally known to be the Attorney-in-Fact of Liberty Mutual Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois
County of Cook



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint THOMAS J. JOSLIN, SANDRA MARTINEZ, SUSAN J. PREIKSA, GEOFFREY E. HEKIN, ROBERT E. DUNCAN, LINDA ISER, KAREN DANIEL, KATHLEEN J. MAILES, JAMES A. CUTHBERTSON, SUSAN A. WELSH, MARCIA K. CESAFSKY, JOELLEN M. MENDOZA, PATRICIA M. DOYLE, ALL OF THE CITY OF CHICAGO, STATE OF ILLINOIS.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding SEVENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 1st day of August, 2006.

LIBERTY MUTUAL INSURANCE COMPANY

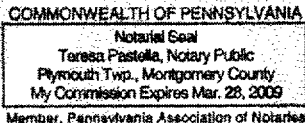
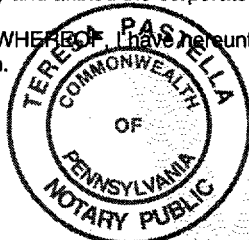
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, 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 16th day of Oct 2006.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

BOND FOR LABOR AND MATERIALS

WHEREAS, the City of Long Beach and McDonnell Douglas, a **Corporation** hereinafter designated as "**PRINCIPAL**," have entered into an agreement whereby **PRINCIPAL** agrees to install and complete certain designated public improvements which said agreement, dated November 12, 2006, and identified as Tract No. 61252-1 is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, **PRINCIPAL** is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Long Beach to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said **PRINCIPAL** and **Liberty Mutual Insurance Company**, as Surety, a corporation organized and existing under the laws of the State of MA, with a paid up capital of at least \$250,000.00 and duly licensed to transact business in the State of California, are held and firmly bound unto the City of Long Beach, hereinafter called "City," and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid public improvements, in the sum of Thirteen Million Three Hundred Six Thousand Five Hundred dollars (\$13,306,500.00) for the payment of materials or labor furnished thereon if any or for amounts due under the Unemployment Insurance Act with respect to such work or labor, for the payment of which sum, well and truly to be made jointly and severally, firmly by those presents.

The condition of this obligation is such that if the above bounden **PRINCIPAL**, his or its heirs, executors, administrators, successors or assigns, shall in

all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, or his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agency and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in success fully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The provisions of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligation hereunder and are hereby waived by the Surety.

Dated this 16th day of October, 2006.

McDonnell Douglas Corporation
BY: Verett A. Mans
PRINCIPAL *Verett A. Mans*
Assistant Treasurer

Liberty Mutual Insurance Company
BY: Linda Iser
SURETY
Linda Iser, Attorney-in-Fact

Approved as to form this 7th day of NOVEMBER, 2006.

ROBERT E. SHANNON, City Attorney

BY:
DEPUTY

Approved as to sufficiency this 9th day of November, 2006.

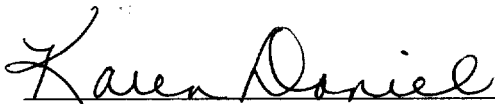
BY:
DIRECTOR OF PUBLIC WORKS

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

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Notary Public in the State of Illinois
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That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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LIBERTY MUTUAL INSURANCE COMPANY

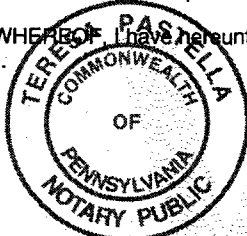
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of August, 2006, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

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By David M. Carey
David M. Carey, Assistant Secretary

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