

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

CONTRACT

**30598**

THIS CONTRACT is made and entered, in duplicate, as of February 20, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on February 19, 2008, by and between FENCECORP, INC., a California corporation, with a place of business at 930 Main Street, Riverside, California 92501 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Installation of Metro Blue Line Chain Link Fence with "Wave" Top Rail from 6th Street to Willow Street on Long Beach Boulevard in the City of Long Beach, California," dated December 24, 2007, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6746;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans & Specifications No. R-6746 for the Installation of Metro blue Line Chain Link Fence with "Wave" Top Rail From 6th Street to Willow Street on Long Beach Boulevard in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

1                   A.     City shall pay to Contractor the amount(s) for materials and  
2 work identified in Contractor's "Bid for the Installation of Metro Blue Line Chain  
3 Link Fence with "Wave" Top Rail from 6th Street on Long Beach Boulevard in the  
4 City of Long Beach, California," attached hereto as Exhibit "A".

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

8                   3.     CONTRACT DOCUMENTS.

9                   A.     The Contract Documents include: The Notice Inviting Bids,  
10 Plans & Specifications No. R-6746 (which may include by reference the Standard  
11 Specifications for Public Works Construction, latest edition, and any supplements  
12 thereto, collectively the "Standard Specifications"); the City of Long Beach  
13 Standard Plans; Plans and Drawings No. (NONE) for this work; the California  
14 Code of Regulations; the various Uniform Codes applicable to trades; the  
15 prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of  
16 Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise  
17 Program; this Contract and all documents attached hereto or referenced herein  
18 including but not limited to insurance; Bond for Faithful Performance; Payment  
19 Bond; Notice to Proceed; Notice of Completion; any addenda or change orders  
20 issued in accordance with the Standard Specifications; any permits required and  
21 issued for the work; approved final design drawings and documents; and the  
22 Information Sheet. These Contract Documents are incorporated herein by the  
23 above reference and form a part of this Contract.

24                   B.     Notwithstanding Section 2-5.2 of the Standard Specifications,  
25 if any conflict or inconsistency exists or develops among or between Contract  
26 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
27 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6746; 5)  
28 Addenda; 6) Plans and Drawings No. (NONE); 7) the City of Long Beach Standard

1 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
2 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

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

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

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

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

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

1 persons, or damages to property, including property of City, which arises from or is  
2 connected with the performance of the work.

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

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

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

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

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8 C. Contractor is responsible for coordinating work times, track  
9 access and completion of required training with the Los Angeles County  
10 Metropolitan Transportation Authority (Metro).

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

1 any of the moneys that may become due Contractor hereunder may be assigned by  
2 Contractor without the written consent of City first had and obtained, nor will City  
3 recognize any subcontractor as such, and all persons engaged in the work of  
4 construction will be considered as independent contractors or agents of Contractor and  
5 will be held directly responsible to Contractor.

6 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and  
7 cause each subcontractor to keep an accurate payroll record in accordance with Division  
8 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such  
9 record to City in the manner provided herein for notices shall entitle City to withhold the  
10 penalty prescribed by law from progress payments due to Contractor.

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

19 18. CONTINUATION. Termination or expiration of this Contract shall not  
20 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
21 prior to termination or expiration of this Contract.

22 19. TAXES AND TAX REPORTING.

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

1 B. Contractor shall cooperate with City in all matters relating to  
2 taxation and the collection of taxes, particularly with respect to the self-accrual of  
3 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
4 materials, equipment, supplies, or other tangible personal property totaling over  
5 \$100,000 shipped from outside California, a qualified Contractor shall complete  
6 and submit to the appropriate governmental entity the form in Appendix "A"  
7 attached hereto; and (ii) for construction contracts and subcontracts totaling  
8 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
9 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
10 at least \$500,000 in tangible personal property that was subject to sales or use tax  
11 in the previous calendar year.

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

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

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

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

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

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

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

25          25.    NO DUTY TO INSPECT. No language in this Contract shall create  
26 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
27 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
28 regulations relating to said work. If City does inspect or investigate, the results thereof



1 shall not be deemed compliance with or a waiver of any requirements of the Contract  
2 Documents.

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

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

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

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

21 30. DEFAULT. Default shall include but not be limited to Contractor's  
22 failure to perform in accordance with the Plans and Specifications, failure to comply with  
23 any Contract Document, failure to pay any penalties, fines or charges assessed against  
24 Contractor by any public agency, failure to pay any charges or fees for services  
25 performed by the City, and if Contractor has substituted any security in lieu of retention,  
26 then default shall also include City's receipt of a stop notice. If default occurs and  
27 Contractor has substituted any security in lieu of retention, then in addition to City's other  
28 legal remedies, City shall have the right to draw on the security in accordance with Public

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333 West Ocean Boulevard, 11th Floor  
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1 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
2 and Contractor has not substituted any security in lieu of retention, then City shall have  
3 all legal remedies available to it.

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

6 FENCECORP, INC., a California corporation  
7 March 1st, 2008 By Dale Marriott

Dale Marriott  
Type or Print Name  
President  
Title

8  
9  
10  
11 \_\_\_\_\_, 2008 By Perry massie

Perry massie  
Type or Print Name  
Exec V-P  
Title

12  
13  
14  
15 "Contractor"

16 CITY OF LONG BEACH, a municipal  
17 corporation

18 3/29/08, 2008 By [Signature]  
City Manager

19 "City"

20 This Contract is approved as to form on March 11th,  
21 2008.

22 ROBERT E. SHANNON, City Attorney

23 By [Signature]  
Deputy

24  
25  
26  
27  
28

# EXHIBIT “A”

Contractor’s Bid

# **IMPORTANT**

## **READ CAREFULLY**

### **BEFORE MAKING OUT YOUR BID**

#### **INSTRUCTIONS TO BIDDERS**

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

**DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM.** The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

The bidder shall set forth for each item of Work, in clearly legible figures, a unit price and an item total for each item of Work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than 10 percent of the total Bid. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the opening of Bids. If, within 60 working days following the opening of Bids, the City

has not awarded a contract for the Work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All Bids must be sealed within the self-addressed envelope provided, and filed in the office of the City Clerk on the street level of the Long Beach City Hall at the Long Beach Civic Center, 333 West Ocean Boulevard, Long Beach, California 90802.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

CITY OF LONG BEACH STANDARD PLANS, JANUARY, 2003 Edition, referred to herein, may be inspected at the Engineering Records Section of the office of the City Engineer, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802. Copies of said Standard Plans may be purchased at that office for \$30.00.

## NOTICE INVITING BIDS

### FOR THE INSTALLATION OF METRO BLUE LINE CHAIN LINK FENCE WITH "WAVE" TOP RAIL FROM 6<sup>TH</sup> STREET TO WILLOW STREET ON LONG BEACH BOULEVARD IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE IS HEREBY GIVEN that sealed Bids will be received at the office of the City Clerk, Plaza Level, City Hall, 333 West Ocean Boulevard, Long Beach, California, until 10:00 a.m., on January 3, 2008, at which time said Bids will be publicly opened and declared for furnishing all necessary labor, tools, materials, appliances and equipment for constructing improvements in accordance with "Plans & Specifications No. R-6746 for the Installation of Metro Blue Line Chain link Fence With "Wave" Top Rail between 6<sup>th</sup> Street and Willow Street on Long Beach Boulevard in the City of Long Beach, California," on file in the office of the City Engineer of said City to which Plans and Specifications reference is hereby made for further particulars.

Bids are required for the entire work described herein.

The Contractor shall possess, at a minimum, a Class B license at the time the Bid is submitted.

Bidders are advised that work under the contract awarded under this bid is subject to Section 3 of the Housing and Urban Development Act of 1968 [24 CFR Part 135]. Please note that a separate mandatory pre-bid conference to address Section 3 requirements will be held on December 19, 2007 at 10:00 AM at City Hall, in the Department of Public Works' 10<sup>th</sup> Floor Conference Room. It is a policy of the City of Long Beach that on this project, a good faith community outreach program is to be utilized to meet Section 3 requirements. Contractor shall cooperate with the City and its representatives regarding compliance with Section 3 [24 CFR Part 135] and shall cause its employees and subcontractors to cooperate with the City in complying with Section 3. City will provide assistance to Contractor in complying with Section 3.

It is also the policy of the City of Long Beach to encourage the participation of Disadvantaged, Minority- and Women-Owned Business Enterprises (DBEs, MBEs and WBEs) in the City's procurement process. Whenever possible, the Contractor should seek the highest level of DBE, MBE and WBE participation.

In accordance with Public Contract Code Section 6109, the Contractor is prohibited from using on the Work a subcontractor who is ineligible to work on a public works project pursuant to Labor Code Section 1777.1 or Labor Code Section 1777.7. The City will not pay for any work performed by such subcontractor and, if the City has already paid the Contractor for work performed by such subcontractor, the Contractor shall immediately repay the City.

Copies of said Plans and Specifications may be obtained on the Monday following publication of this notice at the Engineering Records Section of the office of the City Engineer, telephone (562) 570-6784, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802, upon payment as follows:

If the Plans and Specifications are picked up at the office of the City Engineer, Records Section, 10th Floor, City Hall, the purchase price is \$25.00 for each set, which must be paid at the time the set is picked up.

If the Plans and Specifications are requested by mail, the purchase price is \$35.00 for each set and the request must be accompanied by a check or money order, payable to the City of Long Beach in full payment for the number of sets desired. The check shall be mailed to the Department of Public Works, Engineering Records Section, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, CA 90802. A return street address must be furnished with each request, which the purchaser agrees is sufficient to reach its destination. Shipment of the Plans and Specifications will be by United Parcel Service; or by air parcel post where United Parcel Service is not available.

Please be advised that the Plans and Specifications are not to be returned to the City Engineer for refund. The above prices include sales tax and, if applicable, delivery costs.

The Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work within 60 working days thereafter.

Payment will be made in due course of payments by the City of Long Beach in accordance with Section 9 of the Standard Specifications.

Information regarding bidding procedure or requirements of the Specifications may be obtained from the City Engineer's office by telephoning (562) 570-6465.

In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the Plans and Specifications is available in an alternative format by request to the City Engineer or by telephoning (562) 570-6643.

It shall be mandatory that the Contractor to whom the contract is awarded, along with its subcontractors, pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Please refer to the California DIR's website, [www.dir.ca.gov/dlsr](http://www.dir.ca.gov/dlsr), for such prevailing wages and additional information.

Each Bid shall be accompanied by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than 10 percent of such Bid, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the City Engineer, within 15 calendar days after such contract is tendered, a contract for furnishing all the necessary labor, tools, materials, appliances, and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than 100 percent of such contract price for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount of

not less than 100 percent of such contract price for the payment of all labor and material claims.

If the bidder to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within 15 calendar days after the contract is tendered to the bidder for signature, the City may, in its sole discretion, declare the Bid security to be forfeited, and the money or bond for the Bid security shall be deposited into the City Treasury.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract between the successful bidder and the City has been executed.

In the event the contract to be awarded hereunder, including Specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the Contractor may deposit with the City as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution within 5 working days after award of the Contract and bears all expenses in connection therewith. Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Engineer reserves the right, in his discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

(SEAL) /s/ LARRY G. HERRERA  
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

1-24-08  
DATE /s/ PATRICK H. WEST  
CITY MANAGER

BIDDER'S NAME: FenceCorp, Inc.



**BID FOR INSTALLATION OF METRO BLUE LINE CHAIN LINK FENCE WITH  
 "WAVE" TOP RAIL BETWEEN 6<sup>TH</sup> STREET AND WILLOW STREET ON LONG  
 BEACH BOULEVARD  
 IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on January 25, 2007, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6660 at the following prices:

BASE BID					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	INSTALLATION OF CHAIN LINK FENCE WITH "WAVE" TOP RAIL	9,000 FEET	LINEAR LS		\$ 397,310.00
<b>TOTAL AMOUNT BID</b>					<b>\$ 397,310.00</b>

Signature of Bidder: *Dale Marriott*  
 Company Title: President

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

E-Bid

---



---



---

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # \_\_\_\_\_ CC-LM-C on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS: That we, FenceCorp, Inc.  
\_\_\_\_\_, as Principal, and Western Surety Company  
\_\_\_\_\_, a corporation, organized and existing under and by virtue  
of the laws of the State of South Dakota, with its principal place of business in the  
City of Phoenix, State of Arizona, with a paid up capital of not less  
than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the  
purpose of making, guaranteeing or becoming a surety upon bonds and undertakings  
required or authorized by law, and having heretofore complied with all of the requirements  
of law of the State of California regulating the formation or admission of such corporation  
to transact business in this State, as Surety, are held firmly bound unto the City of Long  
Beach, a municipal corporation, organized under the laws of the State of California, and  
situated in the County of Los Angeles, in the sum of ten percent (10%) of the total bid amount  
Dollars (\$ \_\_\_\_\_ )  
lawful money of the United States of America, for the payment whereof the Principal and  
sureties bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with surety or sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

FenceCorp, Inc.  
[Signature] Principal  
[Signature]  
Western Surety Company  
Surety  
[Signature]  
Julia B. Cladding, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized.

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of RIVERSIDE

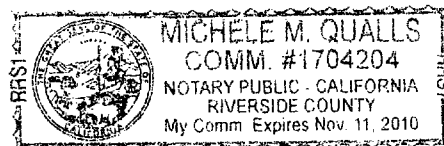
On JAN 15 2008 before me, MICHELE M. QUALLS, NOTARY PUBLIC  
(Here insert name and title of the officer)

personally appeared JULIA B. GLADDING

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.



Michele M. Qualls

Signature of Notary Public

(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kenneth A. Coate, Julia B Gladding, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of September, 2007.



WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of September, 2007, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of January, 2008



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On Jan 29 2008  
Date

before me, Rhonda I. Marks notary public  
Here Insert Name and Title of the Officer

personally appeared Idale Marriott

Name(s) of Signer(s)

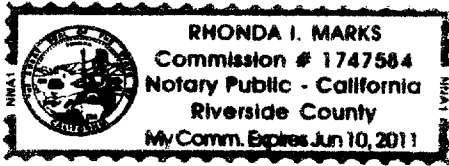
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing: \_\_\_\_\_

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: \_\_\_\_\_

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

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


Each bidder shall examine the site for the Work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, as specified in the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the Bid.

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

January 4, 2008  
**Date of Site Examination**

FenceCorp, Inc.  
**Company**

Robert McPherson  
**Printed Name of Company Representative**

  
**Signature of Representative**

January 24, 2008  
**Date**

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

State of California }  
County of Riverside } ss.

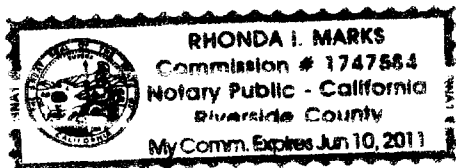
(1) Dale Marriott, being first duly sworn, deposes and says that he or she is (2) President of (3) FenceCorp, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) Dale Marriott

Subscribed and sworn to before me on January 24, 2008.

Notary Seal

(5) Rhonda I. Marks



- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

LIST OF SUBCONTRACTORS

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

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <u>Merrell-Johnson Engineering</u>	<u>Surveying</u>
Address <u>12138 Industrial Blvd. Ste. 240</u>	Dollar Amount of Contract \$ <u>23,500.00</u>
City <u>Victorville, CA 92311</u>	DBE / MBE / WBE / Racial Origin _____
Phone No. <u>(760)256-2068</u>	(circle one) License No. <u>PLF 7562</u>
Name <u>Coastal Traffice Systems</u>	<u>Traffice Control</u>
Address <u>2602 S. Halladay Street</u>	Dollar Amount of Contract \$ <u>53,430.00</u>
City <u>Santa Ana, CA 92705</u>	DBE / MBE / WBE / Racial Origin _____
Phone No. _____	(circle one) License No. <u>865003 C-31</u>
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____
Phone No. _____	(circle one) License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____
Phone No. _____	(circle one) License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____
Phone No. _____	(circle one) License No. _____



# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

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

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

Woman-Owned

Minority-Owned

Which Racial Minority? \_\_\_\_\_

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

Bidder hereby acknowledges receipt of Addendum No. \_\_\_\_\_

<u>DM</u> X	<u>DM</u> X	<u>DM</u> X	<u>DM</u> X		
1	2	3	4	5	6

(Initial above all appropriate numbers)

Respectfully submitted,

FenceCorp, Inc.

Legal Name of Company

By



Signature

Dale Marriott, President

Print Name / Title

Individual

Joint Venture

Partnership (General)

Names of Other General Partners \_\_\_\_\_

Partnership (Limited)

Names of Other Partners \_\_\_\_\_

Limited Liability Company

Corporation

Incorporated Under the Laws of the State of CA

Business Address 930 Main Street Riverside, CA 92501

(Actual Address - Do NOT list a post office box)

Business Telephone ( 951 ) 686-3170

Fax Telephone (951 ) 788-7759

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class B / C-13 license, Number 886544; license termination date is 10-31, 2008.

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

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

**WORKERS' COMPENSATION CERTIFICATION**

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

Contractor's Name:

Fencecorp Inc.

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

Dale Marlett

Title: President

Date: 3-1-08

**EXHIBIT "B"**

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: \_\_\_\_\_
  - B. Name of Insurer (**NOT** Broker): \_\_\_\_\_
  - C. Address of Insurer: \_\_\_\_\_
  - D. Telephone Number of Insurer: \_\_\_\_\_
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): \_\_\_\_\_
  - B. Automobile Liability Insurance Policy Number: \_\_\_\_\_
  - C. Name of Insurer (**NOT** Broker): \_\_\_\_\_
  - D. Address of Insurer: \_\_\_\_\_
  - E. Telephone Number of Insurer: \_\_\_\_\_
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
\_\_\_\_\_
  
- 4) Estimated total number of workers to be employed on this Contract: \_\_\_\_\_
  
- 5) Estimated total wages to be paid those workers: \_\_\_\_\_
  
- 6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_  
\_\_\_\_\_  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
\_\_\_\_\_
  
- 8) Taxpayer's Identification Number: \_\_\_\_\_

**EXHIBIT "C"**

# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name and Address of Subcontractor

Classification or Type of Work

Name Merrell-Johnson Engineering  
Address 12138 Industrial Blvd. Ste. 240  
City Victorville, CA 92311  
Phone No. (760)256-2068

Surveying  
Dollar Amount of Contract \$ 23,500.00  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. PLF 7562

Name Coastal Traffice Systems  
Address 2602 S. Halladay Street  
City Santa Ana, CA 92705  
Phone No. \_\_\_\_\_

Traffice Control  
Dollar Amount of Contract \$ 53,430.00  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. 865003 C-31

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_

\_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

**City of Long Beach Minority and Women Owned Business Enterprise  
(MBE/WBE) Program N/A**

A. **If the Bidder is a MBE or WBE**, the following work will be performed on this project by the Bidder's work force which has a dollar value of . . . \$ \_\_\_\_\_

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru \_\_\_\_\_

B. **\*\* The following MBEs/WBEs are proposed subcontractors on this project:**

1.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

2.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

3.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

4.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

5.    Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased  
\$ \_\_\_\_\_

**BIDDER'S PRELIMINARY REPORT** (cont'd) N/A

TOTAL DOLLAR VALUE OF MBE SUBCONTRACTS . . . \$ \_\_\_\_\_

TOTAL DOLLAR VALUE OF WBE SUBCONTRACTS . . . \$ \_\_\_\_\_

\* If not formally certified, write in "NA."

\*\* Reproduce and attach additional sheets as needed.

C. **Materials and supplies** required for this project are proposed to be purchased from the following MBEs or WBEs:

1. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

2. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

3. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

4. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

ISSUED IN TWO ORIGINAL COUNTERPARTS  
COUNTERPART NO. 1 OF 2

ORIGINAL

BOND NO. 58651787  
PREMIUM: \$4,291.00

BOND FOR FAITHFUL PERFORMANCE

THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT

KNOW ALL MEN BY THESE PRESENTS: That we, FenceCorp, Inc.

Western Surety Company, as PRINCIPAL, and  
2355 East Camelback Rd., Suite 500, Phoenix AZ 85016, located at \_\_\_\_\_,  
a corporation, incorporated under the laws of the State of South Dakota  
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 Three Hundred  
Ninety Seven Thousand Three Hundred ten Dollar's and 00/100's  
DOLLARS (\$397,310.00), lawful money of the United States of America, for the payment of which  
sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)  
with said City of Long Beach for the Installation of Metro Blue Line Chain Link Fence with "Wave" Top Rail From  
6th Street to Willow Street on Long Beach Boulevard in the city of Long Beach, California  
and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions,  
agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the  
manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done,  
or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by  
the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of  
either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or  
their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to  
the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment  
by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall  
have actual notice at the time the order is made that such payment is in fact premature, and then only to the extent that such  
payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 6th day of March, 2008

FenceCorp, Inc.  
CONTRACTOR/PRINCIPAL

Western Surety Company  
SURETY, admitted in California

By: Dale Marriott

By: Kenneth A. Coate

Name: Dale Marriott

Name: Kenneth A. Coate

Title: President

Title: Attorney In Fact

By: \_\_\_\_\_

Telephone: (602) 212 - 3292

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this 11th day  
of March, 2008

Approved as to sufficiency this 12 day  
of March, 2008

ROBERT E. SHANNON, City Attorney

By: Gregory  
Deputy

By: Mac  
City Manager / City Engineer

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On MAR 06 2008

Date

before me,

MICHELE M. QUALLS, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

KENNETH A. COATE

Name(s) of Signer(s)



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

*Michele M Qualls*

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: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

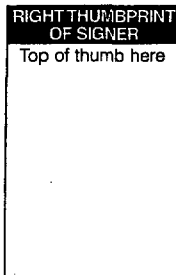
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

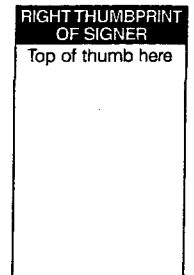
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside }

On 3/6/08 before me, Kim Pickard, notary public  
Date Here Insert Name and Title of the Officer

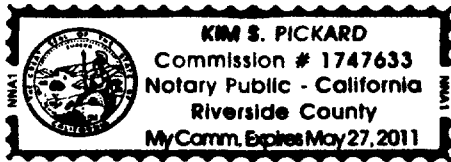
personally appeared Dale Marriott  
Name(s) of Signer(s)

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 Kim S. Pickard  
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: \_\_\_\_\_

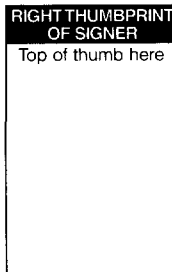
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

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

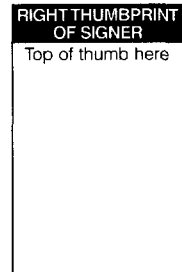


Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kenneth A. Coate, Julia B Gladding, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of September, 2007.

WESTERN SURETY COMPANY



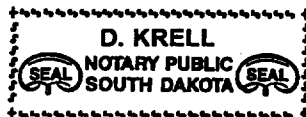
Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of September, 2007, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2008.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

ISSUED IN TWO ORIGINAL COUNTERPARTS  
COUNTERPART NO. 1 OF 2  
**ORIGINAL**

THE PREMIUM IS PREDICATED ON  
THE FINAL CONTRACT PRICE AND  
IS SUBJECT TO ADJUSTMENT  
**LABOR AND MATERIAL BOND**

BOND NO. 58651787  
PREMIUM: INCLUDED IN THE PREMIUM  
CHARGED FOR THE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, FenceCorp, Inc.,  
Phoenix AZ 85016, as PRINCIPAL, and Western Surety Company  
South Dakota, located at 2355 East Camelback Rd., Suite 500,  
South Dakota, a corporation, incorporated under the laws of the State of  
Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Three  
Hundred Ninety Seven Thousand Three Hundred Ten Dollar's and 00/100's  
DOLLARS (\$ (1)), 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 present. (1) 397,310.00

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 Installation of Metro Blue Line Chain Link Fence with "Wave" Top Rail From 6th St. to  
Willow St. on and is required by said City to give this bond in connection with the execution of said contract;  
Long Beach Boulevard in the City of Long Beach, California

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; (2) Installation of

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work or labor required to be done  
thereunder, 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.

This bond shall insure 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 6th day of March, 2008.

FenceCorp, Inc.  
CONTRACTOR/PRINCIPAL  
By: Dale Marriott  
Name: Dale Marriott  
Title: President  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Western Surety Company  
SURETY, admitted in California  
By: Kenneth A. Coate  
Name: Kenneth A. Coate  
Title: Attorney In Fact  
Telephone: (602) 212 - 3292

Approved as to form this 11th day  
of March, 2008.

Approved as to sufficiency this 12 day  
of March, 2008.

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

By: [Signature]  
City Manager/City Engineer

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

Labor and Material Bond (7/31/03)  
P/Eng/Spec & Adm/Div C Bid Doc Labor & Mat

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of RIVERSIDE

On MAR 06 2008 before me, MICHELE M. QUALLS, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared KENNETH A. COATE  
Name(s) of Signer(s)



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 Michele M Qualls  
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: \_\_\_\_\_

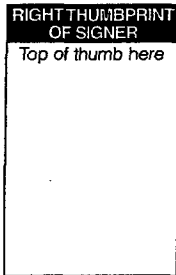
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

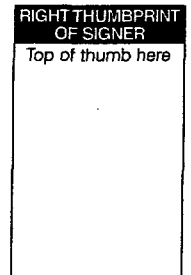
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On 3/6/08 before me, Kim Pickard, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Dale Marriott  
Name(s) of Signer(s)

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 Kim S. Pickard  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

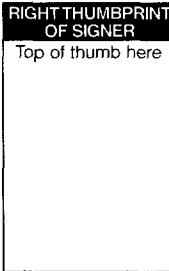
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

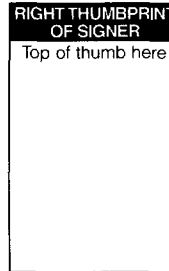
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kenneth A. Coate, Julia B Gladding, Individually**

of Riverside, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 11th day of September, 2007.

WESTERN SURETY COMPANY

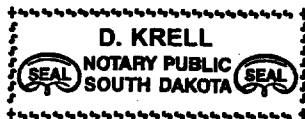


Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 11th day of September, 2007, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2008.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary