



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

4 3. CONTRACT DOCUMENTS. The Contract Documents include: The  
5 Notice Inviting Bids, Plans & Specifications No. R-6698 (which may include by reference  
6 the Standard Specifications for Public Works Construction, latest edition, and any  
7 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach  
8 Standard Plans; Plans and Drawings No. C-5654 for this work; the California Code of  
9 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
10 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
11 Minority and Women-Owned Business Enterprise Program; this Contract and all  
12 documents attached hereto or referenced herein including but not limited to insurance;  
13 Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion;  
14 any addenda or change orders issued in accordance with the Standard Specifications;  
15 any permits required and issued for the work; approved final design drawings and  
16 documents; and the Information Sheet. These Contract Documents are incorporated  
17 herein by the above reference and form a part of this Contract.

18 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict  
19 or inconsistency exists or develops among or between Contract Documents, the following  
20 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public  
21 agencies; 4) Plans & Specifications No. R-6698; 5) Addenda; 6) Plans and Drawings No.  
22 C-5654; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other  
23 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice  
24 Inviting Bids.

25 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
26 to be specified in a written "Notice to Proceed" from City and shall complete all work  
27 within forty-five (45) working days thereafter, subject to strikes, lockouts and events  
28 beyond the control of Contractor. Time is of the essence hereunder. City will suffer

1 damage if the work is not completed within the time stated, but those damages would be  
2 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
3 damages, the amount stated in the Contract Documents.

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

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

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

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

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

28 In addition, Contractor shall complete and deliver to City the form

1 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply  
2 with Labor Code Section 2810.

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

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

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

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

28 13. NOTICES. A. Any notice required hereunder shall be in writing and

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

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

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

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

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

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

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

26 In completing the form and obtaining the permit(s), Contractor shall use the  
27 address of the Work site as its business address and may use any address for its mailing  
28 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.

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

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

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

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

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

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

1 that is not a party to this Contract.

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

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

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

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

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

27           29. NONDISCRIMINATION. In connection with performance of this  
28 Contract and subject to federal laws, rules and regulations, Contractor shall not

1 discriminate in employment or in the performance of this Contract on the basis of race,  
2 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap or  
3 disability. It is the policy of the City to encourage the participation of Disadvantaged,  
4 Minority and Women-Owned Business Enterprises, and the City encourages Contractor  
5 to use its best efforts to carry out this policy in the award of all subcontracts.

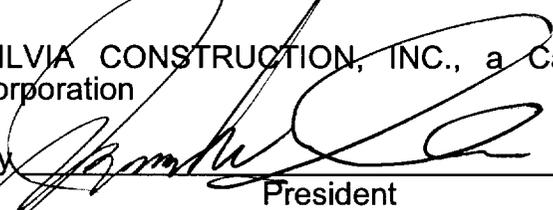
6           30. DEFAULT. Default shall include but not be limited to Contractor's  
7 failure to perform in accordance with the Plans and Specifications, failure to comply with  
8 any Contract Document, failure to pay any penalties, fines or charges assessed against  
9 Contractor by any public agency,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

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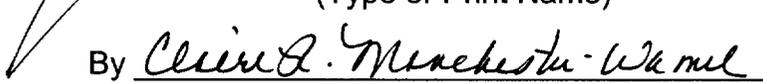
1 IN WITNESS WHEREOF, the parties have caused this document to be duly executed  
2 with all formalities required by law as of the date first stated above.

3 SILVIA CONSTRUCTION, INC., a California  
4 corporation

5 MAY 21, , 2007

By   
President  
JOSEPH W. SILVIA  
(Type or Print Name)

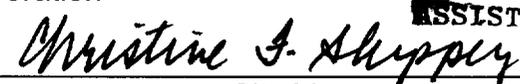
7 MAY 21, , 2007

By   
Secretary  
CLAIRE R. MANCHESTER-WAMEL  
(Type or Print Name)

10 "Contractor"

11 CITY OF LONG BEACH, a municipal  
12 corporation

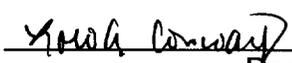
13 June 12, , 2007

By   
Assistant  
City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

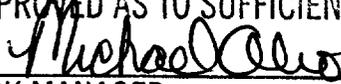
15 "City"

16 This Contract is approved as to form on 6/1,  
17 2007.

18 ROBERT E. SHANNON, City Attorney

19 By   
Deputy

22 APPROVED AS TO SUFFICIENCY

  
RISK MANAGER  
CITY OF LONG BEACH

24 DATE: 5/21/07

26 LAC:bg  
27 07-02199  
00103926.doc

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

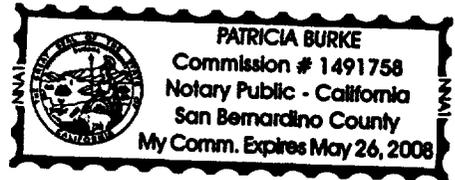
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, PATRICIA BURKE, NOTARY PUBLIC personally appeared JOSEPH W. SILVIA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



## OPTIONAL

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

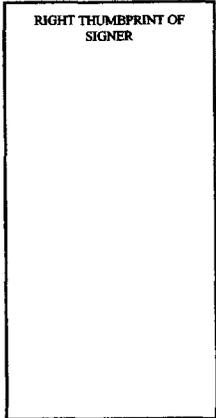
### DESCRIPTION OF ATTACHED DOCUMENT

CITY OF LONG BEACH CONTRACT  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: Ten (10) DATE OF DOCUMENT: May 07, 2007

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

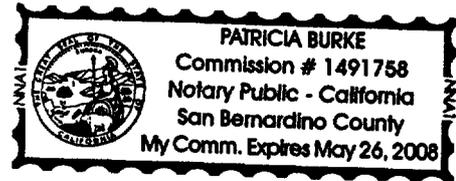
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **CLAIRE R. MANCHESTER-WAMEL**, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



**-----OPTIONAL-----**

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

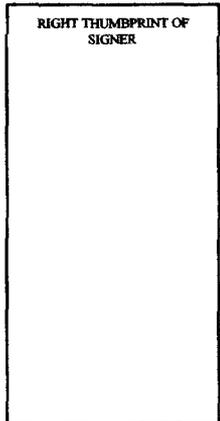
**DESCRIPTION OF ATTACHED DOCUMENT**

CITY OF LONG BEACH, CONTRACTS  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES Ten (10) DATE OF DOCUMENT MAY 07, 2007

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CORPORATE SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

# **EXHIBIT A**

BIDDER'S NAME: SILVIA CONSTRUCTION, INC.

BID FOR THE  
CITYWIDE LOCAL STREET PROGRAM  
AREA 6  
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 March 7, 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-6698 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	22	Ea	\$ 315.00	\$ 6,930.00
2.	Manhole Step	2	Ea	\$ 107.00	\$ 214.00
3.	Adjust Water Valve Box & Cover	39	Ea	\$ 356.00	\$ 13,884.00
4.	Adjust Gas Valve Box & Cover	2	Ea	\$ 263.00	\$ 526.00
5.	Replace Pull Box	8	Ea	\$ 430.00	\$ 1,440.00
6.	Survey Monument Type C with Casting & Cover	8	Ea	\$ 683.00	\$ 5,464.00
7.	Install Survey Monument Casting & Cover	12	Ea	\$ 683.00	\$ 8,196.00
8.	Adjust Survey Monument Casting & Cover	7	Ea	\$ 536.00	\$ 3,752.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Survey Bench Mark, Type 1	2	Ea	\$ 1,016.00	\$ 2,032.00
10.	Curb Drain	2	Ea	\$ 321.00	\$ 642.00
11.	Concrete Removal	900	CY	\$ 122.00	\$ 109,800.00
12.	Bituminous Pavement Removal	300	CY	\$ 75.00	\$ 22,500.00
13.	Unclassified Excavation	2,100	CY	\$ 80.00	\$ 168,000.00
14.	Root Pruning	950	LF	\$ 14.70	\$ 13,965.00
15.	Tree Pruning	76	Ea	\$ 248.00	\$ 18,848.00
16.	Tree Removal	2	Ea	\$ 210.00	\$ 420.00
17.	Crushed Miscellaneous Base	1,100	CY	\$ 35.00	\$ 38,500.00
18.	(S) Cold Milling Asphalt Concrete Pavement (1 3/4")	10,000	SY	\$ 2.04	\$ 20,400.00
19.	(S) Cold Milling Asphalt Concrete Pavement (2 1/2")	950	SY	\$ 2.04	\$ 1,938.00
20.	Asphalt Concrete Pavement	650	Ton	\$ 85.80	\$ 55,770.00
21.	Asphalt Rubber Pavement	3,000	Ton	\$ 85.00	\$ 255,000.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
22.	Import Topsoil	10	CY	\$ 142.00	\$ 1,420.00
23.	P.C.C. Curb & Gutter, GB Type A1, Integral	1,700	LF	\$ 22.00	\$ 37,400.00
24.	P.C.C. Curb & Gutter, GB Type A2, W=1.5'	9,500	LF	\$ 22.00	\$ 209,000.00
25.	P.C.C. Sidewalk, 3" Thick	13,000	SF	\$ 3.45	\$ 44,850.00
26.	P.C.C. Sidewalk, 4" Thick	1,500	SF	\$ 3.65	\$ 5,475.00
27.	P.C.C. Driveway Apron, 4" Thick	6,100	SF	\$ 3.30	\$ 20,130.00
28.	P.C.C. Driveway Apron, 6" Thick	320	SF	\$ 5.25	\$ 1,680.00
29.	(S) Curb Ramp Detectable Warning Surface	600	SF	\$ 38.50	\$ 23,100.00
31.	P.C.C. Pavement, 6" Thick	1,100	SF	\$ 5.25	\$ 5,775.00
30.	P.C.C. Alley Pavement, 6" Thick	980	SF	\$ 5.25	\$ 5,145.00
32.	P.C.C. Cross Gutter, 8" Thick	8,000	SF	\$ 6.75	\$ 54,000.00
33.	Pavement Markers, Markings, Traffic Striping and Signage	1	LS	\$ 9,293.00	\$ 9,293.00
34.	Local Depression	3	Ea	\$ 313.00	\$ 939.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	(S) Loop Detectors	2	Ea	# 803.00	# 1,606.00
36.	Temporary Traffic Control Devices	1	LS	# 106,200.00	106,200.00
TOTAL AMOUNT BID				# 1,276,234.00	

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

"GREEN SHEET" ADVERTISEMENT

# 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? N/A

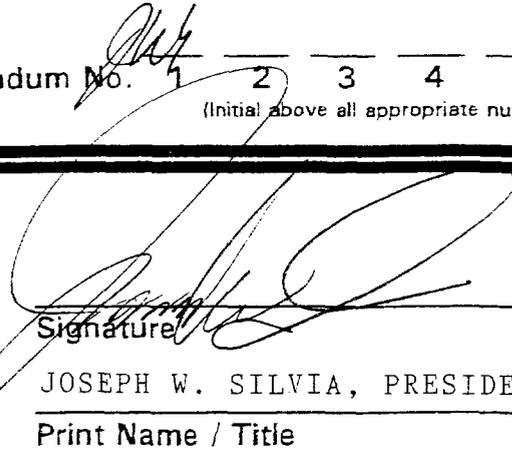
This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

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

Respectfully submitted,

SILVIA CONSTRUCTION, INC.  
Legal Name of Company

By

  
Signature

JOSEPH W. SILVIA, PRESIDENT

Print Name / Title

Individual

Joint Venture

Partnership (General)

Names of Other General Partners

N/A

Partnership (Limited)

Names of Other Partners

N/A

Limited Liability Company

Corporation

Incorporated Under the Laws of the State of CALIFORNIA

Business Address 9007 CENTER AVENUE

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

RANCHO CUCAMONGA, CA 91730-5311

Business Telephone (909) 481-8118 Fax Telephone (909) 481-8122

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A license, Number 568194; license termination date is MAY 31, 2007.

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 BU20253449 license termination date is 12/03, 2003.

SAME AS ABOVE

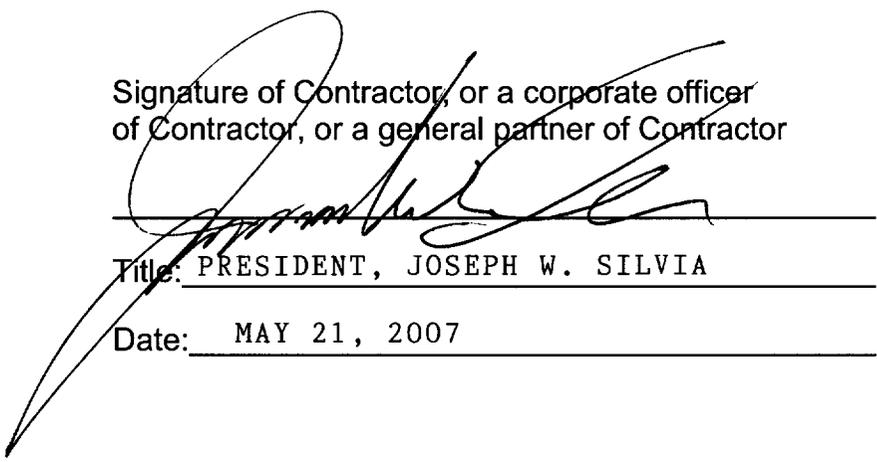
**WORKERS' COMPENSATION CERTIFICATION**

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:

SILVIA CONSTRUCTION, INC.

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



Title: PRESIDENT, JOSEPH W. SILVIA

Date: MAY 21, 2007

APPROVED AS TO SUFFICIENCY

Michael Ochoa  
RISK MANAGER  
CITY OF LONG BEACH

DATE: 5/24/07

**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: C44524855

B. Name of Insurer (NOT Broker): ESIS, INC. (ACE)

C. Address of Insurer: P.O. BOX 31083, TAMPA FL 33631

D. Telephone Number of Insurer: (510) 709-8794

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

A. VIN (Vehicle Identification Number): PLEASE SEE ATTACHED SHEET.

B. Automobile Liability Insurance Policy Number: ACP BA 7811895282

C. Name of Insurer (NOT Broker): NATIONWIDE MUTUAL INSURANCE COMPANY

D. Address of Insurer: 1100 LOCUST STREET, DEPT. 1100, DES MOINES, IA 50391

E. Telephone Number of Insurer: 1-866-322-3214

3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_

N/A

4) Estimated total number of workers to be employed on this Contract: 32

5) Estimated total wages to be paid those workers: \$278,000.00

6) Dates (or schedule) when those wages will be paid: WEEKLY (FRIDAY)

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

7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_

FOUR (4)

8) Taxpayer's Identification Number: [REDACTED]

APPROVED AS TO SUFFICIENCY

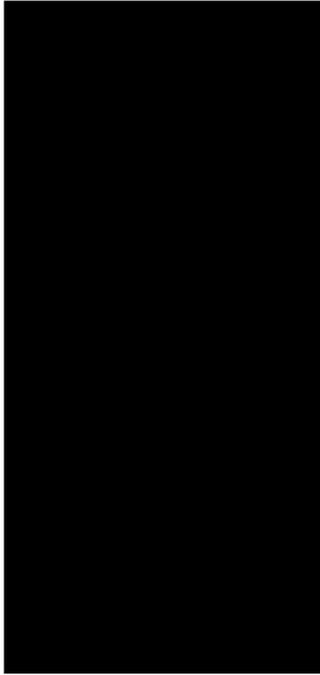
Michael Otero

RISK MANAGER  
CITY OF LONG BEACH

DATE: 5/24/07

EXHIBIT "C"

**VEHICLE IDENTIFICATION NUMBERS**



# **EXHIBIT D**

LIST OF SUBCONTRACTORS

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

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <sup>OK</sup> <del>SMITHSON</del> Klee Address _____ City <u>ORANGE</u> Phone No. <u>714, 997-9550</u>	Dollar Amount of Contract \$ <u>1,500.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>614518</u>
Name <u>Ramirez Const</u> Address _____ City <u>Covina CA</u> Phone No. <u>626-967-5790</u>	Dollar Amount of Contract \$ <u>37,100.00</u> <input checked="" type="checkbox"/> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>683241</u>
Name <u>PCI</u> <del>CR</del> Address _____ City <u>LONG Beach</u> Phone No. <u>562-218-0504</u>	Dollar Amount of Contract \$ <u>8,850.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>642312</u>
Name <u>Case Land Survey</u> Address _____ City <u>ORANGE CA</u> Phone No. <u>714-628-8948</u>	Dollar Amount of Contract \$ <u>46,600.00</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>LS5411</u>
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____

LABOR AND MATERIAL BOND

Fidelity and Deposit

KNOW ALL MEN BY THESE PRESENTS: That we, SILVIA CONSTRUCTION, INC., as PRINCIPAL, and Company of Maryland located at \*\*\* a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$1,276,234.00), 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 Citywide Local Street Program - Area 6 in the City of Long Beach and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

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

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 10th day of May, 2007.

Silvia Construction, Inc. Contractor

Fidelity and Deposit Company of Maryland SURETY, admitted in California

By: [Signature] Name: JOSEPH W. SILVIA Title: PRESIDENT

By: [Signature] Name: David L. Culbertson Title: Attorney-in-Fact

By: [Signature] Name: CLAIRE R. MANCHESTER-WAMEL Title: SECRETARY

Telephone: (818) 409-2800

\*\*\* 801 N. Brand Blvd., Suite, Penthouse Glendale, CA 91203

Approved as to form this 14 day of June, 2007. ROBERT E. SHANNON, City Attorney

Approved as to sufficiency this 31 day of May, 2007.

By: [Signature] Deputy City Attorney

By: [Signature] City Manager/City Engineer

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

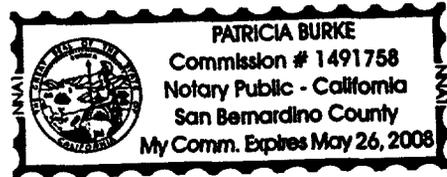
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, PATRICIA BURKE, NOTARY PUBLIC personally appeared JOSEPH W. SILVIA, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



**OPTIONAL**

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

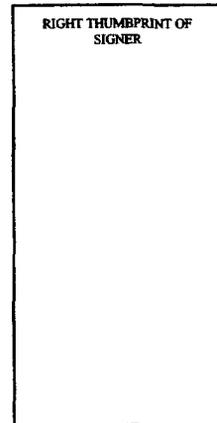
**DESCRIPTION OF ATTACHED DOCUMENT**

CITY OF LONG BEACH, PAYMENT BOND  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: One (1) DATE OF DOCUMENT: May 10, 2007

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

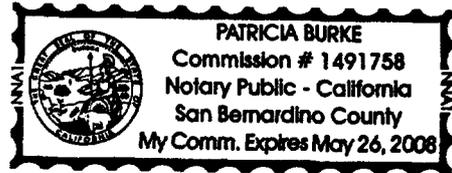
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **CLAIRE R. MANCHESTER-WAMEL**, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Signature of Notary Public



**OPTIONAL**

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

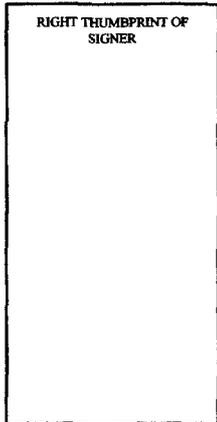
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CITY OF LONG BEACH, PAYMENT BOND  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES One (1) DATE OF DOCUMENT MAY 10, 2007

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CORPORATE SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

On 05/10/07 before me, LEXIE SHERWOOD - NOTARY PUBLIC

personally appeared DAVID L. CULBERTSON personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

Lexie Sherwood  
Signature of Notary Public



**OPTIONAL**

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

**DESCRIPTION OF ATTACHED DOCUMENT**

PAYMENT BOND

**TITLE OR TYPE OF DOCUMENT**

**NUMBER OF PAGES** 1 **DATE OF DOCUMENT** 05/10/07

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL  CORPORATE OFFICER \_\_\_\_\_  
TITLE(S)

PARTNER(S)  ATTORNEY-IN-FACT  TRUSTEE(S)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:** FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
NAME OF PERSON(S) OR ENTITY(S)

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

By:

*William J. Mills*

*Eric D. Barnes*

*Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2007

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

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

**CERTIFICATE**

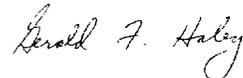
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 10TH day of MAY, 2007.



*Assistant Secretary*

KNOW ALL MEN BY THESE PRESENTS: That we, SILVIA CONSTRUCTION, INC., as PRINCIPAL, and Maryland located at ... a corporation, incorporated under the laws of the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION TWO HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$1,276,334.00). 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 Citywide Local Street Program - Area 6 in the City of Long Beach 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 10th day of May, 2007.

Silvia Construction, Inc. Contractor

Fidelity and Deposit Company of Maryland SURETY, admitted in California

By: [Signature] Name: JOSEPH W. SILVIA Title: PRESIDENT

By: [Signature] Name: David L. Culbertson Title: Attorney-in-Fact Telephone: (818) 409-2800

By: [Signature] Name: CLAIRE R. MANCHESTER-WAMEL Title: SECRETARY

Fidelity and Deposit Company of Maryland 801 N. Brand Blvd., Suite, Penthouse Glendale, CA 91203

Approved as to form this 18th day of June, 2007.

Approved as to sufficiency this 31 day of May, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

By: [Signature] City Manager/City Engineer

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

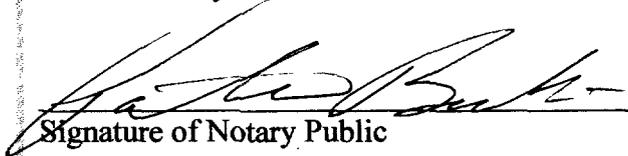
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

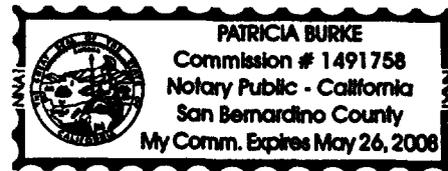
STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **JOSEPH W. SILVIA**, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary Public



## -----OPTIONAL-----

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

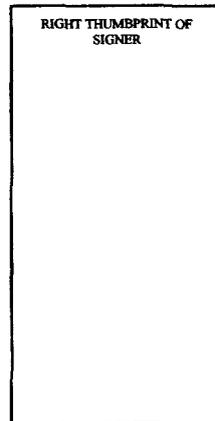
### DESCRIPTION OF ATTACHED DOCUMENT

CITY OF LONG BEACH, PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES: One (1) DATE OF DOCUMENT: May 10, 2007

#### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

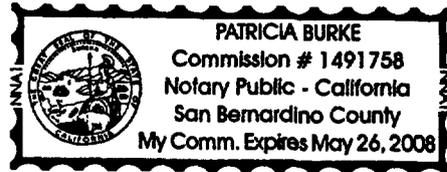
COUNTY OF SAN BERNARDINO

On MAY 21, 2007, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **CLAIRE R. MANCHESTER-WAMEL**, personally know to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Patricia Burke*

Signature of Notary Public



**OPTIONAL**

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

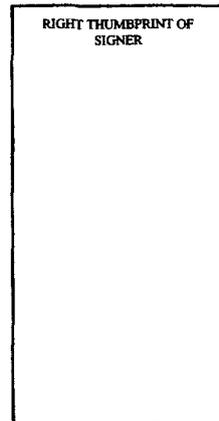
**DESCRIPTION OF ATTACHED DOCUMENT**

CITY OF LONG BEACH, PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES One (1) DATE OF DOCUMENT MAY 10, 2007

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CORPORATE SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**STATE OF CALIFORNIA**

**COUNTY OF ORANGE**

On 05/10/07 before me, LEXIE SHERWOOD - NOTARY PUBLIC

personally appeared DAVID L. CULBERTSON personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

**WITNESS** my hand and official seal.

Lexie Sherwood  
Signature of Notary Public



**OPTIONAL**

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

**DESCRIPTION OF ATTACHED DOCUMENT**

PERFORMANCE BOND

**TITLE OR TYPE OF DOCUMENT**

**NUMBER OF PAGES** 1 **DATE OF DOCUMENT** 05/10/07

**CAPACITY CLAIMED BY SIGNER**

INDIVIDUAL  CORPORATE OFFICER \_\_\_\_\_  
TITLE(S)

PARTNER(S)  ATTORNEY-IN-FACT  TRUSTEE(S)

OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:** FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
NAME OF PERSON(S) OR ENTITY(S)

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

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*William J. Mills*

By: *William J. Mills* Vice President

State of Maryland }  
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
My Commission Expires: July 14, 2007

APPENDIX "A"

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

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

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

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

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

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

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

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

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

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

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

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

N/A  
**Use Tax Direct Payment Exemption Certificate**

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

\_\_\_\_\_  
(Name of Vendor)

\_\_\_\_\_  
(Address of Vendor)

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

Description of property to be purchased:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser: \_\_\_\_\_ Date certificate given: \_\_\_\_\_

Signature and Title of Purchaser or Authorized Agent: \_\_\_\_\_

**IMPORTANT NOTICE TO VENDORS**

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

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

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

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

Date: \_\_\_\_\_

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

**THIS FORM MAY BE REPRODUCED**

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## NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections' 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

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

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

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<sup>1</sup>All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION  
**USE TAX DIRECT PAYMENT PERMIT**



ACCOUNT NUMBER

**DRAFT**

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

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

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

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

BOE-442-DPLZ (1-98)

**NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

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

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

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

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID 06  
SILVI-1

DATE (MM/DD/YYYY)  
05/10/07

PRODUCER  
Raintree Insurance Agency  
License #0557773  
2039 North D Street  
San Bernardino CA 92405  
Phone: 909-881-2654

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
Sylvia Construction, Inc.  
9007 Center Ave.  
Rancho Cucamonga, CA 91730

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Interstate Fire & Cas./CRC	
INSURER B: Nationwide Mutual Ins. Co	
INSURER C: Ace Property & Casualty	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACT PROTECT/BROAD FORM PD/</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SGL1000209  XCU INCLUDED	07/03/06	07/03/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP781195282	07/03/06	07/03/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	ROBERT E. SHANNON, City Attorney By <i>Tom A Conway</i>			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	DEPUTY CITY ATTORNEY APPROVED AS TO SUFFICIENCY <i>Michael Oles</i>			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	C44524855 RISK MANAGER CITY OF LONG BEACH DATE: 6/7/07		07/03/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER * 10 DAYS NOTICE FOR NON-PAYMENT	OF CANCELLATION OF PREMIUM *			

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Citywide Local Street Program Area 6 in the City of Long Beach  
City of Long Beach, its Boards, and their officials, employees and Agents are to be named as Additional Insured with respect to General Liability and Automobile Liability. Coverage is Primary and Non-Contributory. Waiver of Subrogation applies to Workers Compensation.

### CERTIFICATE HOLDER

LONGB-1

City of Long Beach  
333 West Ocean Blvd.  
Long Beach, CA 90802

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL~~

~~IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

*Robert Locklin*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** City of Long Beach, its Boards, and their officials, employees and agents

Any person or organization or whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

APPROVED AS TO FORM

\_\_\_\_\_  
6/1, 2007  
ROBERT E. SHANNON, City Attorney

By Amie Conway  
DEPUTY CITY ATTORNEY