

CONTRACT

32023

THIS CONTRACT is made and entered, in duplicate, as of January 25, 2011 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 January 18, 2011, by and between SIALIC CONTRACTORS CORPORATION DBA SHAWNAN, a California corporation ("Contractor"), whose address is 12240 Woodruff Avenue, Downey, California 90241, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Improvement of Pacific Coast Highway at Second Street Intersection in the City of Long Beach, California," dated December 20, 2010, 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 Project Plans No. C-5752 and Project Specifications No. R-6766;

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 "Project Plans No. C-5752 and Project Specifications No. R-6766 for Improvement of Pacific Coast Highway at Second Street Intersection 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.

A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's "Bid for Improvement of Pacific Coast Highway at
2 Second Street Intersection in the City of Long Beach, California," attached hereto
3 as Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,
9 Project Specifications No. R-6766 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; Project Plans No. C-5752 for this work; the California Code of
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
14 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
16 Contract and all documents attached hereto or referenced herein including but not
17 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
18 Proceed; Notice of Completion; any addenda or change orders issued in
19 accordance with the Standard Specifications; any permits required and issued for
20 the work; approved final design drawings and documents; and the Information
21 Sheet. These Contract Documents are incorporated herein by the above
22 reference and form a part of this Contract.

23 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
24 if any conflict or inconsistency exists or develops among or between Contract
25 Documents, the following priority shall govern: 1) Permit(s) from other public
26 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
27 hereto); 4) Addenda (which shall include written clarifications, corrections and
28 changes to the bid documents and other types of written notices issued prior to bid

opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from City and shall complete all work within one hundred eighty (180) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

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

8. CLAIMS. Contractor shall, upon completion of the work, deliver possession thereof to City ready for use and free and discharged from all claims for labor and materials in doing the work and shall assume and be responsible for, and shall

1 protect, defend, indemnify and hold harmless City from and against any and all claims,
2 demands, causes of action, liability, loss, costs or expenses for injuries to or death of
3 persons, or damages to property, including property of City, which arises from or is
4 connected with the performance of the work.

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 Contractor, shall determine the percentage of work completed and the
2 determination of the City Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned by

Contractor without the written consent of City first had and obtained, nor will City recognize any subcontractor as such, and all persons engaged in the work of construction will be considered as independent contractors or agents of Contractor and will be held directly responsible to Contractor.

16. CERTIFIED PAYROLL RECORDS.

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

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

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

17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

19. TAXES AND TAX REPORTING.

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

B. Contractor shall cooperate with City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board

1 of Equalization for the Work site. "Qualified" means that the Contractor purchased
2 at least \$500,000 in tangible personal property that was subject to sales or use tax
3 in the previous calendar year.

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its
28 officials or employees in any advertising or solicitation for business, nor as a reference,

1 without the prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

28 "During the performance of a Contract with the City of Long Beach,

1 the Contractor will provide equal benefits to employees with spouses and its
2 employees with domestic partners. Additional information about the City of
3 Long Beach's Equal Benefits Ordinance may be obtained from the City of
4 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

1 and Contractor has not substituted any security in lieu of retention, then City shall have
2 all legal remedies available to it.

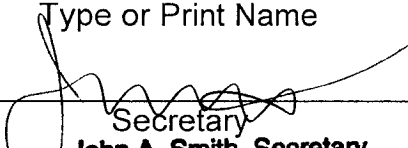
3 IN WITNESS WHEREOF, the parties have caused this document to be duly
4 executed with all formalities required by law as of the date first stated above.

5
6 FEB 07 2011

SIALIC CONTRACTORS CORPORATION
DBA SHAWNAN, a California corporation

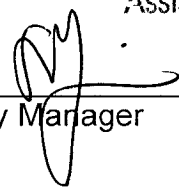
7 By  President
8 Shawn A Smith, President

9 FEB 07 2011

10 By  Secretary
11 John A. Smith, Secretary
12 Type or Print Name

13 "Contractor"

14 CITY OF LONG BEACH, a municipal
15 corporation Assistant City Manager

16 By  City Manager
17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER.

20 "City"

21 This Contract is approved as to form on 2/18

22 2011.

23 ROBERT E. SHANNON, City Attorney

24 By  Deputy
25
26
27
28

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

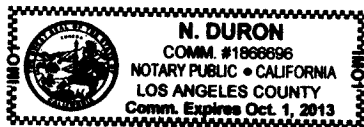
County of Los Angeles

On FEB 07 2011
Date

before me, N. Duron, Notary Public
Here Insert Name and Title of the Officer

personally appeared Shawn A Smith, President John A. Smith, Secretary
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.

Place Notary Seal and/or Stamp Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: FEB 07 2011 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SHAWN A. SMITH

☒ Corporate Officer — Title(s): President

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

SHAWNAN

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: John A. Smith

☒ Corporate Officer — Title(s): SECRETARY

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

SHAWNAN

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT A

BIDDER'S NAME: SHAWNAN

**BID TO THE CITY OF LONG BEACH
IMPROVEMENT OF PACIFIC COAST HIGHWAY AT
SECOND STREET INTERSECTION**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on **December 20, 2010 1:00 pm.**, we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6766 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Install Project information sign	4	EA	500. ⁰⁰	2,000. ⁰⁰
2	Temporary Traffic Control Devices	1	LS	100,000. ⁰⁰	100,000. ⁰⁰
3	Clearing and Grubbing (including trees, planter and median nose)	1	LS	126,000. ⁰⁰	126,000. ⁰⁰
4	Cold Plane 0.15' Exist AC Pavement	11,840	SF	0.15	1,776. ⁰⁰
5	Remove Exist PCC (including sidewalk, curb ramp, driveway, concrete pavement, concrete gutter)	3,875	SF	6. ⁰⁰	23,250. ⁰⁰
6	Sawcut and Remove Existing AC	5,400	SF	3. ⁰⁰	16,200. ⁰⁰
7	Unclassified Excavation	1,000	CY	100. ⁰⁰	100,000. ⁰⁰
8	Remove Exist Curb and Gutter	624	FT	4. ⁰⁰	2,496. ⁰⁰
9	Relocate Exist Sign	1	EA	100. ⁰⁰	100. ⁰⁰
10	Relocate Exist Street Light	3	EA	3,000. ⁰⁰	9,000. ⁰⁰
11	Construct 1-1/2" PVC Street Light Conduit and Conductors	675	LF	12. ⁰⁰	8,100. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12	Relocate Exist Fire Hydrant	1	EA	5,000. ⁰⁰	5,000. ⁰⁰
13	Construct Water Service and Hot Tap	1	EA	1,500. ⁰⁰	1,500. ⁰⁰
14	Relocate Exist Water Meter	4	EA	2,000. ⁰⁰	8,000. ⁰⁰
15	Relocate Electric Meter	1	EA	1,700. ⁰⁰	1,700. ⁰⁰
16	Relocate Exist Edison Service Cabinet and Pullbox	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
17	Remove and Install Precast Traffic Rated Concrete Vault and Siamese Fire Connection Stand Pipe	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
18	Remove and Install Pullbox (for street light)	4	EA	300. ⁰⁰	1,200. ⁰⁰
19	Adjust Cover, Manhole Frame and Cover to Grade	4	EA	500. ⁰⁰	2,000. ⁰⁰
20	Reset Survey Monument and Replace in Kind	3	EA	1,000. ⁰⁰	3,000. ⁰⁰
21	Adjust Water Valve Box to Grade	5	EA	400. ⁰⁰	2,000. ⁰⁰
22	Adjust Gas Valve Box to Grade	1	EA	100. ⁰⁰	100. ⁰⁰
23	Construct PCC Curb (8") and Gutter	595	FT	13. ⁰⁰	7,735. ⁰⁰
24	Construct PCC Curb (6")	50	FT	12. ⁰⁰	600. ⁰⁰
25	Construct PCC 2' Gutter	26	FT	16. ⁰⁰	416. ⁰⁰
26	Construct 6" PCC Driveway Approach	560	SF	7. ⁰⁰	3,920. ⁰⁰
27	Construct 8" PCC Driveway	1090	SF	6. ⁰⁰	6,540. ⁰⁰
28	Construct PCC Curb Ramp	2	EA	2,000. ⁰⁰	4,000. ⁰⁰
29	Construct Type B Hot Mix Asphalt (HMA)	600	TON	52. ⁰⁰	31,200. ⁰⁰
30	Construct Class III AB	300	CY	30. ⁰⁰	9,000. ⁰⁰
31	Construct Sidewalk Reinforced Retaining Curb	480	FT	31. ⁰⁰	14,880. ⁰⁰
32	Construct 4" PCC Sidewalk	4,200	SF	2. ⁰⁰	8,400. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33	Install 3" PVC Drain Pipe	33	FT	40. ⁰⁰	1,320. ⁰⁰
34	Construct Grating Catch Basin, 1 Grate	4	EA	4,000. ⁰⁰	16,000. ⁰⁰
35	Construct 7' Wide Curb Opening Catch Basin and Local Depression	3	EA	5,000. ⁰⁰	15,000. ⁰⁰
36	Construct 3.5' Wide Curb Opening Catch Basin and Local Depression	4	EA	4,000. ⁰⁰	16,000. ⁰⁰
37	Construct Storm Drain Manhole	4	EA	4,000. ⁰⁰	16,000. ⁰⁰
38	Install 18" RCP Storm Drain	93	FT	120. ⁰⁰	11,160. ⁰⁰
39	Install 24" RCP Storm Drain	820	FT	180. ⁰⁰	147,600. ⁰⁰
40	Traffic Signal Modification Including Installation of new conduits by directional boring method	1	LS	100,000. ⁰⁰	100,000. ⁰⁰
41	Pavement Markers, Markings and Traffic Striping Including Slurry Seal	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
42	Construct 0.5' Lean Concrete Base (LCB)	250	CY	30. ⁰⁰	7,500. ⁰⁰
43	Landscaping	1	LS	500. ⁰⁰	500. ⁰⁰
44	Aggregate Base Cement Slurry (ABCS)	255	CY	30. ⁰⁰	7,650. ⁰⁰
45	Parking Lot – Remove Existing Striping and Pavement Markings	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
46	Parking Lot – Remove Existing Concrete Planter, Landscaping, and Irrigation	1	LS	3,000. ⁰⁰	3,000. ⁰⁰
47	Parking Lot – Remove Existing Concrete Wheel Stops	10	EA	20. ⁰⁰	200. ⁰⁰
48	Parking Lot – Relocate Existing Light Pole and Fixture, and Install New Foundation, Pullbox, Conduit, and Electrical Connections	2	EA	4,000. ⁰⁰	8,000. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
49	Parking Lot – Install New Light Pole, 1000 Watt Metal Halide Light Fixture, Foundation, Pullbox, Conduit, and Electrical Connections	1	EA	5,000. ⁰⁰	5,000. ⁰⁰
50	Parking Lot – Construct 6" Concrete Planter Curb	226	FT	14. ⁰⁰	3,164. ⁰⁰
51	Parking Lot - Construct 6"x12" Concrete Header	120	FT	15. ⁰⁰	1,800. ⁰⁰
52	Parking Lot – Install Irrigation System	447	SF	19. ⁰⁰	8,493. ⁰⁰
53	Parking Lot – Install Landscaping	447	SF	25. ⁰⁰	11,175. ⁰⁰
54	Parking Lot – Crack Seal Existing Asphalt Concrete Surface Cracks	11,550	SF	0. ⁵⁰	5,775. ⁰⁰
55	Parking Lot – Slurry Seal Existing Asphalt Concrete Surface	11,550	SF	0. ²⁵	2,887. ⁵⁰
56	Parking Lot – Install 6' Long Concrete Wheel Stops	12	EA	100. ⁰⁰	1,200. ⁰⁰
57	Parking Lot – Install Striping and Pavement Markings	1	LS	2,000. ⁰⁰	2,000. ⁰⁰
58	Parking Lot – Construction Phasing and Traffic Control	1	LS	3,000. ⁰⁰	3,000. ⁰⁰
TOTAL AMOUNT BASE BID				918,037.50	
ALTERNATE 1					
59	Sand Slurry Cement Backfill	550	CY	160. ⁰⁰	88,000. ⁰⁰
60	Credit for Unused Class III AB (see Item 30)	30	CY	<30. ⁰⁰	<900. ⁰⁰
61	Credit for Unused 0.5' LCB (see Item 42)	250	CY	<30. ⁰⁰	<7,500. ⁰⁰
TOTAL AMOUNT BASE BID AND ALTERNATE 1				997,637. ⁰⁰	

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority? _____
Is the Bidder a Women-Owned Business? NO

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

THE GREENBUSH

(Continued on Next Page)

EXHIBIT B

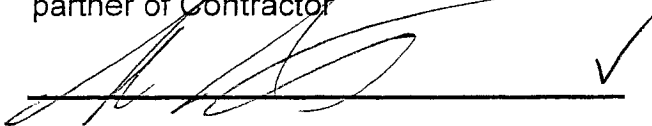
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

SHAWNAN

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

 ✓

Title: Shawn A Smith, President

Date: NOV 22 2010

EXHIBIT C

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: WC926569800
- B. Name of Insurer (NOT Broker): Zurich AMERICAN INSURANCE Co.
- C. Address of Insurer: 19000 MacArthur Blvd, Penthouse FL, Irvine, CA 92612
- D. Telephone Number of Insurer: 949) 417-9175 SUZAN

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

- A. VIN (Vehicle Identification Number): 1FDKE37M4UH23855
- B. Automobile Liability Insurance Policy Number: GLA926569900
- C. Name of Insurer (NOT Broker): Zurich AMERICAN INSURANCE Co.
- D. Address of Insurer: 19000 MacArthur Blvd, Penthouse FL, Irvine, CA 92612
- E. Telephone Number of Insurer: 949) 417-9175 SUZAN

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: 9

5) Estimated total wages to be paid those workers: 561,600.00

6) Dates (or schedule) when those wages will be paid: EVERY 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: 5

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name Duality First Concrete Type of Work PCC Pave
Address _____
City Placentia Dollar Value of Subcontract \$ 60,000.⁰⁰
Phone No. _____
License No. 696899

Name Platiron Electric Group Type of Work ELECTRICAL
Address _____
City La Mirada Dollar Value of Subcontract \$ 150,000.⁰⁰
Phone No. _____
License No. 862724

Name Superior Pavement Markings Type of Work STRIPE
Address _____
City Cypress Dollar Value of Subcontract \$ 12,000.⁰⁰
Phone No. _____
License No. 776306

Name _____ Type of Work LANDSCAPE S.S.
Address _____
City _____ Dollar Value of Subcontract \$
Phone No. _____
License No. _____

Name E.W. Harmon Type of Work UNDERGROUND
Address _____
City Orange Dollar Value of Subcontract \$ 200,000.⁰⁰
Phone No. _____
License No. 521512

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Precision Survey</u>	Type of Work	<u>SURVEY</u>
Address	_____		_____
City	<u>Highland</u>	Dollar Value of Subcontract	<u>\$ 7,500.00</u>
Phone No.	_____		_____
License No.	<u>CS3983</u>		_____

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

Bond No. 8219-66-16

KNOW ALL MEN BY THESE PRESENTS: That we, SIALIC CONTRACTORS CORPORATION DBA SHANNAN, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 555 So. Flower St. L.A., CA 90071, a corporation, incorporated under the laws of the State of Indiana, 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 NINE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$997,637), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Pacific Coast Highway at Second Street Intersection 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 1st day of February, 2011.

Sialic Contractors Corporation dba Shannan
Contractor

By: [Signature]
Name: SHAWN A. SMITH
Title: President

By: [Signature]
Name: John A. Smith
Title: SECRETARY

Federal Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Douglas A. Rapp
Title: Attorney in Fact

Telephone: (949) 457-1060

Approved as to form this 18th day
of February, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 12 day
of February, 2011.

By: [Signature]
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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 02/01/2011 before me, Debra Swanson, Notary Public
(Here insert name and title of the officer)

personally appeared Douglas A. Rapp

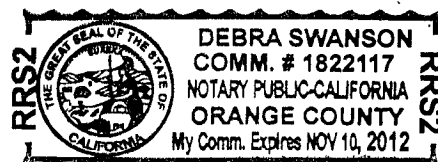
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~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

Debra Swanson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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

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 _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

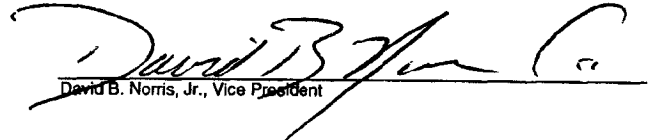
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009.**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

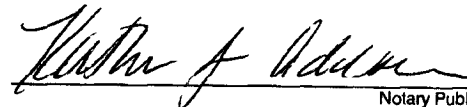
County of Somerset

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

February 01, 2011




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On FEB 07 2011
Date

before me, N. Duron, Notary Public

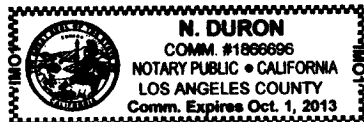
Here Insert Name and Title of the Officer

personally appeared Shawn A Smith, President

John A. Smith, Secretary

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.

Place Notary Seal and/or Stamp Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: FEB 01 2011 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SHAWN A. SMITH

Signer's Name: John A. Smith

☒ Corporate Officer — Title(s): President

☒ Corporate Officer — Title(s): SECRETARY

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

SHAWNAN

Signer Is Representing: _____

SHAWNAN

KNOW ALL MEN BY THESE PRESENTS: That we, SIALIC CONTRACTORS CORPORATION DBA SHAWNAN, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 555 So. Flower St., L.A., CA 90071, a corporation, incorporated under the laws of the State of Indiana, 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 NINE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$997,637), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Pacific Coast Highway at Second Street Intersection 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 1st day of February, 2011.

Sialic Contractors Corporation dba Shawnan
Contractor

By: [Signature]
Name: SHAWN A. SMITH
Title: President

By: [Signature]
Name: John A. Smith
Title: SECRETARY

Approved as to form this 18th day
of February, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Federal Insurance Company
SURETY, admitted in California

By: [Signature]
Name: Douglas A. Rapp
Title: Attorney in Fact

Telephone: (949) 457-1060

Approved as to sufficiency this 12 day
of February, 2011.

By: [Signature]
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 CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 02/01/2011 before me, Debra Swanson, Notary Public,
(Here insert name and title of the officer)

personally appeared Douglas A. Rapp

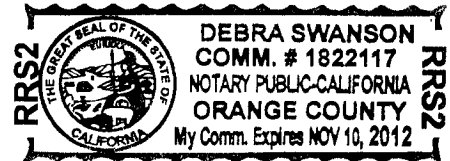
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Debra Swanson
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



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

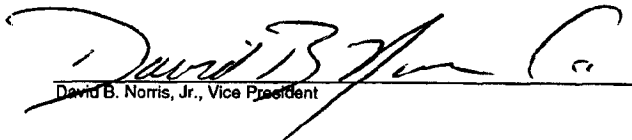
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Linda D. Coats, Matthew J. Coats, Douglas A. Rapp and Timothy D. Rapp of Laguna Hills, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety (thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **November, 2009.**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

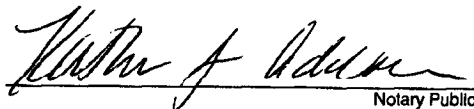
County of Somerset

On this **16th** day of **November, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

February 01, 2011




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On FEB 07 2011
Date

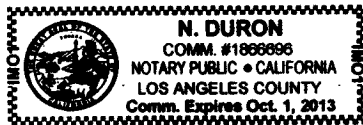
before me, N. Duron, Notary Public
Here Insert Name and Title of the Officer

personally appeared Shawn A Smith, President

John A. Smith, Secretary

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.

Place Notary Seal and/or Stamp Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: FEB 07 2011

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: SHAWN A. SMITH

Signer's Name: John A. Smith

☒ Corporate Officer — Title(s): President

☒ Corporate Officer — Title(s): SECRETARY

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

SHAWNAN

Signer Is Representing: _____

SHAWNAN

APPENDIX A

BOE-400-DP (FRONT) REV 2. (8-05)
**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

☐ I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed *Application for Use Tax Direct Payment Permit*, 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 a *Use Tax Direct Payment 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 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.