Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

CONTRACT

29531

THIS CONTRACT is made and entered, in duplicate, as of March 23, 2006 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 March 21, 2006, by and between SWINERTON BUILDERS, a California corporation, whose address is 865 S. Figueroa Street, Ste. 3000, Los Angeles, California 90017-3009 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Construction of the Macarthur Park Branch Library at Anaheim Street & Peterson Avenue/Gundry in the City of Long Beach, California," dated December 23, 2005, and published by the City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6695;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment, and transportation for the work described in "Plans & Specifications No. R-6695 for the construction of the Macarthur Park Branch Library at Anaheim Street & Peterson Avenue/Gundry 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 the 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. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid the Construction of the Macarthur Park Branch Library at Anaheim Street & Peterson Avenue/Gundry in the City of Long Beach,

California," attached hereto as Exhibit "A".

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

3. CONTRACT DOCUMENTS. The Contract Documents include: The Notice Inviting Bids, Plans & Specifications No. R-6695 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Plans and Drawings No. B-4382 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public

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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 the City shall not operate as a waiver of any provision of any Contract Document, of any power reserved to the 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 the 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 the 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 protect, defend, indemnify and hold harmless the City from and against any and all claims, demands, causes of action, liability, loss, costs or expenses for injuries to or death of persons, or damages to property, including property of the City, which arises from or is connected with the performance of the work.

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

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

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

11. PREVAILING WAGE RATES. Contractor is directed to the prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars ($50) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such

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

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

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

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

16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause each subcontractor to keep an accurate payroll record in accordance with Division 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record 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.

17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the

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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

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

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

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

21. AUDIT. If payment of any part of the consideration for this Contract is made with federal, state, or county funds and a condition to the use of those funds by City is a requirement that the City render an accounting or otherwise account for said funds,

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☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Bond for Faithful Performance
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

4/18/06
DATE OF DOCUMENT

Gust Soteropulos
OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

party to this Contract.

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

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

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

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

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

29. NONDISCRIMINATION. In connection with performance of this Contract and subject to federal laws, rules and regulations, Contractor shall not discriminate in employment or in the performance of this Contract on the basis of race, religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the

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policy of the City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises and the City encourages Contractor to use its best efforts to carry out this policy in the award of all subcontracts.

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

authorize any person or persons to execute on behalf of the Company any bonds, undertaking, 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 18th day of APRIL, 2006.

A. L. Sanchez

Assistant Secretary

executed with all formalities required by law as of the date first stated above.

SWINERTON BUILDERS, a California corporation

_____, 2006

By _____
~~President~~
SR V.P. / DIVISION MANAGER
(Type or Print Name)

_____, 2006

By _____
Secretary
SEE CORPORATE RESOLUTION
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4/24, 2006

By _____
City Manager

"City"

This Contract is approved as to form on 4/21, 2006.

ROBERT E. SHANNON, City Attorney

By _____
Senior Deputy

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Robert E. Shannon
City Attorney of Long Beach
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CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS at a meeting held on January 11, 2005 and that the same has not been revoked nor modified:

RESOLVED, that this corporation, SWINERTON BUILDERS, hereby expressly authorizes and empowers each and all of the following named individuals to make, execute and deliver, in the name and on behalf of said corporation, bids, bonds, applications for bid bonds, contracts, subcontracts, and other agreements relating to the performance of construction work by the corporation:

Donald D. Adair	James E. "Jef" Farrell	Mark E. Payne
Gordon J. Albrecht	Frank Foellmer, Jr.	Gary J. Rafferty
Luke P. Argilla	Eric M. Foster	Michael Re
Michael F. Bernica	James R. Gillette	Jeffrey D. Recob
Edward E. Blanke	Kimberly D. Grant	Linda G. Schowalter
David C. Callis	Jeffrey W. Hanson	Gust D. Soteropulos
David E. Cavecche	Andrew C. Holden	Ian G. Stevenson
Christopher J. Day	Jeffrey C. Hoopes	Jose R. Urrutia
W. J. "Jack" Dysart	Charles P. Kuffner	Robert P. Vanderberg
Gregory A. Elsea	Gordon W. Marks	Kurt D. Whaley
	Kevin L. Ott	David L. Wermerskirchen

And project managers of the Company are authorized and empowered to execute subcontract change orders and subcontracts, and that the Company's Chief Estimators are authorized and empowered to execute bids on behalf of the Corporation.

Luke P. Argilla, Secretary

u:luke2005/Bldrs/bod/01-11signers

EXHIBIT “A”

BIDDER'S NAME: Swinerton Builders

BID FOR THE CONSTRUCTION OF THE MACARTHUR PARK BRANCH LIBRARY

[redacted]

ROBERT E. SHANNON, City Attorney

By: _____
Senior Deputy

By: _____
City Manager/City Engineer

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

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

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Alternates are NOT to be included in the base bid.

Alternates 1-6. Clearly indicate add or deduct

1. (Add) / Deduct Alternate: Wood veneer stain grade doors in lieu of plastic laminate

1 LS 0.00 –

---

2. (Add) / Deduct Alternate: Increase HVAC warrantee to 3 years in lieu of standard 1 year.

1 LS 14,000 –

---

3. Add / (Deduct) Alternate: Operational partition to be manual in lieu of motorized.

1 LS ~~[illegible]~~ – 1,000 –

cj

---

4. Add / (Deduct) Alternate: Install standard colored concrete in lieu of custom pattern tile from interior curving path.

1 LS 90,000 –

---

5. Add / (Deduct) Alternate: Replace perforated metal ceiling and replace with building standard acoustical ceiling tile. 115,000 –

1 LS ~~[illegible]~~ –

cj

---

6. Add / (Deduct) Alternate: Delete west wall architectural grill-work. 25,000 –

1 LS ~~[illegible]~~ –

cj

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:

SWINERTON BUILDERS

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: WC 3696719 - 03

   B. Name of Insurer (**NOT** Broker): ZURICH AMERICAN INSURANCE CO.

   C. Address of Insurer: GALLAGHER CONSTRUCTION SERVICES
   580 CALIFORNIA ST., STE 1200, SAN FRANCISCO, CA 94104

   D. Telephone Number of Insurer: RICH CORSETTI (415) 391-1500

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

   A. VIN (Vehicle Identification Number: [redacted]

   B. Automobile Liability Insurance Policy Number: 71 PKG2029202

   C. Name of Insurer (**NOT** Broker): ARCH INSURANCE COMPANY

   D. Address of Insurer: GALLAGHER CONSTRUCTION SERVICES
   580 CALIFORNIA ST., STE 1200, SAN FRANCISCO, CA 94104

   E. Telephone Number of Insurer: BROKER: RICH CORSETTI (415) 391-1500

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: 150

5) Estimated total wages to be paid those workers: $4,520,000.00

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

   WEEKLY

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

7) Estimated total number of independent contractors to be used on this Contract: 30
   (Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: [redacted]

EXHIBIT C

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 ½ of 1 percent of the Prime Contractor's total bid or $10,000 (whichever is greater).

Name and Address of Subcontractor	Classification or Type of Work
Name ACC Demo	Site Demolition
Address 8971 Herrick Street	**Dollar Amount of Contract $**
City Sun Valley	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (818) 504-6397	**License No.** 855269
Name Leko Construction	Earthwork / Site Preparation
Address 65 W. Easy Street, Suite 105	**Dollar Amount of Contract $**
City Simi Valley	**DBE/MBE/WBE/Racial Origin** SBE (Circle one)
Phone No. (805) 583-3893	**License No.** 385067
Name Imperial Paving	Asphaltic Concrete Paving
Address 13555 E. Imperial Highway	**Dollar Amount of Contract $**
City Whittier	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (562) 944-0975	**License No.** 266510
Name Midori Landscape	Landscape / Irrigation
Address 3231 South Main Street	**Dollar Amount of Contract $**
City Santa Ana	**DBE/MBE/WBE/Racial Origin** MBE (in Progress) (Circle one)
Phone No. (714) 751-8792	**License No.** 391680
Name Cobalt Construction	Site Utilities
Address 3738 Foothill Blvd.	**Dollar Amount of Contract $**
City La Crescenta	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (818) 249-7555	**License No.** 369903
Name R.E. Williams & Sons	Concrete Reinforcement
Address 1745 Border Ave.	**Dollar Amount of Contract $**
City Torrance	**DBE/MBE/WBE/Racial Origin** Veteran (Circle one)
Phone No. (310) 328-4790	**License No.** 261118

**** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.**

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

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 ½ of 1 percent of the Prime Contractor's total bid or $10,000 (whichever is greater).

Name and Address of Subcontractor	Classification or Type of Work
Name John Deszo & Associates	Hollow Metal Doors
Address 25506 Frampton Avenue	**Dollar Amount of Contract $**
City Harbor City	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (310) 539-3711	**License No.** 776886
Name US Glass & Glazing	Glazing
Address 23142 Alcalde, Suite B	**Dollar Amount of Contract $**
City Laguna Hills	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (714) 588-6909	**License No.** 631638
Name Perlite Plastering	Portland Cement Plaster
Address 500 North First Ave., Suite 8	**Dollar Amount of Contract $**
City Arcadia	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (626) 447-6234	**License No.** 284091
Name Martin Bros. / Marcowall	Drywall / Insulation
Address 17104 S. Figueroa Street	**Dollar Amount of Contract $**
City Gardena	**DBE/MBE/WBE/Racial Origin** Veteran (Circle one)
Phone No. (310) 532-5335	**License No.** 246274
Name Rucker Tile	Tile
Address 16526 Arminita Street	**Dollar Amount of Contract $**
City Van Nuys	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (818) 902-1216	**License No.** 399515
Name Ceiling Concepts	Acoustical Ceiling
Address 10527 Humboldt Street	**Dollar Amount of Contract $**
City Los Alamitos	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (562) 493-8521	**License No.** 461151

**** REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.**

Use Tax Direct Payment Exemption Certificate

NOT APPLICABLE

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: _____ Date: _____

(Deputy Director, Sales and Use Tax Department)

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

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[1] 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.

[1]All references are to the California Revenue and Taxation Code unless otherwise indicated.

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

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.

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

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 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

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, 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.

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 43081-43651, 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, 9011-5014; 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 25290-25299.96; 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. The [illegible] determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting [illegible] 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; [illegible] Taxes, Deputy Director, Property Tax Department, 450 N Street, MIC:63, Sacramento, CA 95814.

All references are to the California Revenue and Taxation Code unless otherwise indicated

BOE-324-A REV. 9 (8-97)

BOND NO. 08844717

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SWINERTON BUILDERS, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, located at 560 MISSION ST., SAN FRANCISCO, CA 94105, a corporation, incorporated under the laws of the State of MD, 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 EIGHT MILLION TWO HUNDRED EIGHTEEN THOUSAND DOLLARS ($8,218,000), 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 construction of the Macarthur Park Branch Library at Anaheim Street & Peterson Avenue/Gundry in the City of Long Beach, California 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 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 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 18th day of APRIL, 2006.

SWINERTON BUILDERS
CONTRACTOR/PRINCIPAL

By: [signature]
Name: Kim Grant
Title: Operations Manager

By: [signature]
Name: Gust Sotiropulos
Title: Operations Manager

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY admitted in California

By: [signature]
Name: BETTY L. TOLENTINO
Title: ATTORNEY-IN-FACT
Telephone: (415) 538-7363

Approved as to form this 21st day of April, 2006.
ROBERT E. SHANNON, City Attorney

By: [signature]
Senior Deputy

Approved as to sufficiency this 24 of April, 2006.

By [signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On **April 18, 2006** before me, **Janet C. Rojo, Notary Public**

personally appeared - - - - - - - - - - - - - - - - - **Betty L. Tolentino** - - - - - - - - - - - - - - - - - -

☒ personally known to me - **OR** -

☐ proved to me on the basis of satisfactory evidence 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.

PC01

JANET C. ROJO
COMM. #1596035
NOTARY PUBLIC-CALIFORNIA
SAN FRANCISCO COUNTY
My Comm. Expires Aug. 18, 2009

PC01

WITNESS my hand and official seal.

Signature of Notary

CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS at a meeting held on January 11, 2005 and that the same has not been revoked nor modified:

RESOLVED, that this corporation, SWINERTON BUILDERS, hereby expressly authorizes and empowers each and all of the following named individuals to make, execute and deliver, in the name and on behalf of said corporation, bids, bonds, applications for bid bonds, contracts, subcontracts, and other agreements relating to the performance of construction work by the corporation:

Donald D. Adair
Gordon J. Albrecht
Luke P. Argilla
Michael F. Bernica
Edward E. Blanke
David C. Callis
David E. Cavecche
Christopher J. Day
W. J. "Jack" Dysart
Gregory A. Elsea
James E. "Jef" Farrell
Frank Foellmer, Jr.
Eric M. Foster
James R. Gillette
Kimberly D. Grant
Jeffrey W. Hanson
Andrew C. Holden
Jeffrey C. Hoopes
Charles P. Kuffner
Gordon W. Marks
Kevin L. Ott
Mark E. Payne
Gary J. Rafferty
Michael Re
Jeffrey D. Recob
Linda G. Schowalter
Gust D. Soteropulos
Ian G. Stevenson
Jose R. Urrutia
Robert P. Vanderberg
Kurt D. Whaley
David L. Wermerskirchen

[redacted]

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On 4/20/06 (DATE) before me, Rocio Vasquez (NOTARY),
personally appeared Kim Grant (SIGNER(S))

☑ personally known to me - OR- ☐ 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.

ROCIO VASQUEZ
COMM. # 1475008
Notary Public – California
LOS ANGELES COUNTY
My Commission Expires March 7, 2008

WITNESS my hand and official seal.

Rocio Vasquez
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____ TITLE(S)

☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Bond for Faithful Performance
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

4/18/06
DATE OF DOCUMENT

Kim Grant
OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } ss.

On 4/20/06 (DATE) before me, Rocio Vasquez (NOTARY),
personally appeared Guest Soteropulos (SIGNER(S))

☑ personally known to me - OR- ☐ 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.

ROCIO VASQUEZ
COMM. # 1475008
Notary Public ~ California
LOS ANGELES COUNTY
My Commission Expires March 7, 2008

WITNESS my hand and official seal.

Rocio Vasquez
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL) **DESCRIPTION OF ATTACHED DOCUMENT**

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cynthia L. LEWIS, Susan HECKER, Janet C. ROJO, Swan LEE, Betty L. TOLENTINO, M. MOODY and Maureen O'CONNELL, all of San Francisco, 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 Cynthia L. LEWIS, Susan HECKER, Janet C. ROJO, Swan LEE, Laura L. PLAISANT, Betty L. TOLENTINO, Antoinette D. MITCHELL, M. MOODY, Peter D. HOLLEY, Maureen O'CONNELL, dated January 12, 2004.

FOR YOUR PROTECTION LOOK FOR THE SECURITY WATERMARK

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 2nd day of June, A.D. 2004.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

T. E. Smith *Assistant Secretary* By: *Paul C. Rogers* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 2nd day of June, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

Dennis R. Hayden *Notary Public*
My Commission Expires: February 1, 2009

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

BOND NO. 08844717

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, SWINERTON BUILDERS, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, located at 560 MISSION ST., SAN FRANCISCO, CA 94105, a corporation, incorporated under the laws of the State of MD, 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 EIGHT MILLION TWO HUNDRED EIGHTEEN THOUSAND DOLLARS ($8,218,000), 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 construction of the Macarthur Park Branch Library at Anaheim Street & Peterson Avenue/Gundry in the City of Long Beach, California and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 18th day of APRIL, 2006.

SWINERTON BUILDERS
CONTRACTOR/PRINCIPAL

By: [signature]
Name: Kim Grant
Title: Operations Manager

By: [signature]
Name: [illegible]
Title: Operations Manager

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
SURETY, admitted in California

By: [signature]
Name: BETTY L. TOLENTINO
Title: ATTORNEY-IN-FACT
Telephone: (415) 538-7363

Approved as to form this 21st day

Approved as to sufficiency this 24

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On **April 18, 2006** before me, **Janet C. Rojo, Notary Public**

personally appeared - - - - - - - - - - - - - - - - - **Betty L. Tolentino**- - - - - - - - - - - - - - - - - -

☒personally known to me - **OR** -

☐ proved to me on the basis of satisfactory evidence 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.

PC01 JANET C. ROJO COMM. #1596035 NOTARY PUBLIC-CALIFORNIA SAN FRANCISCO COUNTY My Comm. Expires Aug. 18, 2009 PC01

WITNESS my hand and official seal.

Signature of Notary

CERTIFICATE OF RESOLUTION

This is to certify that the following is a full, true, and complete copy of a Resolution adopted by the Board of Directors of SWINERTON BUILDERS at a meeting held on January 11, 2005 and that the same has not been revoked nor modified:

RESOLVED, that this corporation, SWINERTON BUILDERS, hereby expressly authorizes and empowers each and all of the following named individuals to make, execute and deliver, in the name and on behalf of said corporation, bids, bonds, applications for bid bonds, contracts, subcontracts, and other agreements relating to the performance of construction work by the corporation:

Donald D. Adair	James E. "Jef" Farrell	Mark E. Payne
Gordon J. Albrecht	Frank Foellmer, Jr.	Gary J. Rafferty
Luke P. Argilla	Eric M. Foster	Michael Re
Michael F. Bernica	James R. Gillette	Jeffrey D. Recob
Edward E. Blanke	Kimberly D. Grant	Linda G. Schowalter
David C. Callis	Jeffrey W. Hanson	Gust D. Soteropulos

AT ANAHEIM STREET & PETERSON AVENUE / GUNDRY 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 February 8th 2006, 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- 6695 at the following prices.

In order to determine the lowest bidder, the City will use the total Base Bid. The City will award to the lowest bidder the Base Bid or, at the City's sole option and based on the funds available, will award to the lowest bidder the Base Bid plus any combination of Alternates as selected by the City. In order to be determined responsive, the bidder must bid on the Base Bid and every Alternate. Refer to General Requirements "Alternates" and "Allowances"

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On 4/20/06 (DATE) before me, Rocio Vasquez (NOTARY),
personally appeared Kim Grant (SIGNER(S))

☑ personally known to me - OR- ☐ 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.

ROCIO VASQUEZ
COMM. # 1475008
Notary Public ~ California
LOS ANGELES COUNTY
My Commission Expires March 7, 2008

WITNESS my hand and official seal.

Rocio Vasquez
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

☐ INDIVIDUAL
☐ CORPORATE OFFICER
_____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Bond for Faithful Performance
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

4/18/06
DATE OF DOCUMENT

Kim Grant
OTHER

RIGHT THUMBPRINT OF SIGNER

Top of thumbprint here

ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Los Angeles } SS.

On 4/20/06 (DATE) before me, Rocio Vasquez (NOTARY),
personally appeared Gust Soteropulos (SIGNER(S))

☑ personally known to me - OR- ☐ 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.

ROCIO VASQUEZ
COMM. # 1475008
Notary Public ~ California
LOS ANGELES COUNTY
My Commission Expires March 7, 2008

WITNESS my hand and official seal.

Rocio Vasquez
NOTARY SIGNATURE

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

MARK CATEL

Title: ASSISTANT SECRETARY

Date: 4/6/06

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Cynthia L. LEWIS, Susan HECKER, Janet C. ROJO, Swan LEE, Betty L. TOLENTINO, M. MOODY and Maureen O'CONNELL, all of San Francisco, 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 Cynthia L. LEWIS, Susan HECKER, Janet C. ROJO, Swan LEE, Laura L. PLAISANT, Betty L. TOLENTINO, Antoinette D. MITCHELL, M. MOODY, Peter D. HOLLEY, Maureen O'CONNELL, dated January 12, 2004.

FOR YOUR PROTECTION LOOK FOR THE ZAURICH WATERMARK

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 2nd day of June, A.D. 2004.

ATTEST: **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890

By:

T. E. Smith *Assistant Secretary* *Paul C. Rogers* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 2nd day of June, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

DENNIS R. HAYDEN HARFORD COUNTY MARYLAND NOTARY PUBLIC

Dennis R. Hayden *Notary Public*

My Commission Expires: February 1, 2009

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

[redacted]

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 ½ of 1 percent of the Prime Contractor's total bid or $10,000 (whichever is greater).

Name and Address of Subcontractor	Classification or Type of Work
Name R.E. Williams & Sons	Cast in Place Concrete
Address 1745 Border Ave.	**Dollar Amount of Contract $**
City Torrance	**DBE/MBE/WBE/Racial Origin** Veteran (Circle one)
Phone No. (310) 328-4790	**License No.** 261118
Name R.E. Williams & Sons	Concrete Unit Masonry
Address 1745 Border Ave.	**Dollar Amount of Contract $**
City Torrance	**DBE/MBE/WBE/Racial Origin** Veteran (Circle one)
Phone No. (310) 328-4790	**License No.** 261118
Name W.S. Klem Contractors	Rough Carpentry
Address 138 Arena Street, Unit B	**Dollar Amount of Contract $**
City El Segundo	**DBE/MBE/WBE/Racial Origin** (Circle one)
Phone No. (310) 414-0455	**License No.** 735376