

1 CONTRACT

2 **30289**

3 THIS CONTRACT is made and entered, in duplicate, as of September 19,  
4 2007 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on September 18, 2007, by and between R.  
6 J. NOBLE COMPANY, a California corporation, whose address is 15505 E. Lincoln,  
7 Orange, California 92856 ("Contractor"), and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of  
10 Carson Street From Bellflower Boulevard to the Long Beach Towne Center in the City of  
11 Long Beach, California," dated August 3, 2007, and published by City, bids were  
12 received, publicly opened and declared on the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a  
15 contract with Contractor for the work described in Plans & Specifications No. R-6702;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in "Plans & Specifications No. R-6702 for the Improvement of Carson  
21 Street From Bellflower Boulevard to the Long Beach Towne Center in the City of Long  
22 Beach, California" said work to be performed according to the Contract Documents  
23 identified below. However, this Contract is intended to provide to City complete and  
24 finished work and, to that end, Contractor shall do everything necessary to complete the  
25 work, whether or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work identified in Contractor's "Bid for the Improvement of Carson Street From

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

1 Bellflower Boulevard to the Long Beach Towne Center in the City of Long Beach,  
2 California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Plans & Specifications No. R-6702 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; Plans and Drawings No. C-5634 for this work; the California Code  
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing  
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long  
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;  
15 this Contract and all documents attached hereto or referenced herein including but  
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
17 Proceed; Notice of Completion; any addenda or change orders issued in  
18 accordance with the Standard Specifications; any permits required and issued for  
19 the work; approved final design drawings and documents; and the Information  
20 Sheet. These Contract Documents are incorporated herein by the above  
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
23 if any conflict or inconsistency exists or develops among or between Contract  
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6702; 5)  
26 Addenda; 6) Plans and Drawings No. C-5634; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

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

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

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

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

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

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

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

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

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

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27                     B.     If Contractor is prevented, in any manner, from strict  
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties  
2 City may by resolution of the City Council suspend performance hereunder until  
3 the cause of disability is removed, extend the time for performance, make changes  
4 in the character of the work or materials, or terminate this Contract without liability  
5 to either party.

6 13. NOTICES.

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

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

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

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

1                   16.    CERTIFIED PAYROLL RECORDS. Contractor shall keep and  
2 cause each subcontractor to keep an accurate payroll record in accordance with Division  
3 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such  
4 record to City in the manner provided herein for notices shall entitle City to withhold the  
5 penalty prescribed by law from progress payments due to Contractor.

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

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

17                   19.    TAXES AND TAX REPORTING.

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

24                   B.    Contractor shall cooperate with City in all matters relating to  
25 taxation and the collection of taxes, particularly with respect to the self-accrual of  
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
27 materials, equipment, supplies, or other tangible personal property totaling over  
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

1 and submit to the appropriate governmental entity the form in Appendix "A"  
2 attached hereto; and (ii) for construction contracts and subcontracts totaling  
3 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
4 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
5 at least \$500,000 in tangible personal property that was subject to sales or use tax  
6 in the previous calendar year.

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

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

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

27 21. AUDIT. If payment of any part of the consideration for this Contract  
28 is made with federal, state or county funds and a condition to the use of those funds by

1 City is a requirement that City render an accounting or otherwise account for said funds,  
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
3 extract information from, and copy all books, records, accounts and other information  
4 relating to this Contract.

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

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

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

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

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



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

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

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

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

27    ///

28    ///


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

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

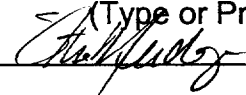
R.J. NOBLE COMPANY, a California corporation

SEPTEMBER 21, 2007, 2007

By 

MICHAEL J. CARVER, PRESIDENT  
(Type or Print Name)

SEPTEMBER 21, 2007, 2007

By 

STEVE MENDOZA, SECRETARY  
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

10/11/07, 2007

By   
City Manager

"City"

This Contract is approved as to form on \_\_\_\_\_ 10/5, 2007.

ROBERT E. SHANNON, City Attorney

By   
Deputy

# **EXHIBIT A**

BIDDER'S NAME: R.J. NOBLE COMPANY

**BID FOR THE  
IMPROVEMENT OF CARSON STREET FROM BELLFLOWER BOULEVARD TO LONG  
BEACH TOWNE CENTER  
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 August 29, 2007, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R- at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	10	Ea	585. <sup>00</sup>	5,850. <sup>00</sup>
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	9	Ea	585. <sup>00</sup>	5,265. <sup>00</sup>
3.	Manhole Step	9	Ea	130. <sup>00</sup>	1,170. <sup>00</sup>
4.	Adjust Water Valve Box & Cover and Meter Box & Cover	40	Ea	585. <sup>00</sup>	23,400. <sup>00</sup>
5.	Adjust Gas Valve Box & Cover	11	Ea	75. <sup>00</sup>	825. <sup>00</sup>
6.	Replace Pull Box	11	Ea	575. <sup>00</sup>	6,325. <sup>00</sup>
7.	Survey Monument Type C with Casting & Cover	5	Ea	550. <sup>00</sup>	2,750. <sup>00</sup>
8.	Install Survey 2.5" Brass Disc	2	Ea	550	1,100. <sup>00</sup>

9.	Adjust Survey Monument Casting & Cover	10	Ea	290. <sup>00</sup>	2,900. <sup>00</sup>
10.	Survey Bench Mark, Type 1	6	Ea	750. <sup>00</sup>	4,500. <sup>00</sup>
11.	Concrete Removal	381	CY	115. <sup>00</sup>	43,815. <sup>00</sup>
12.	Bituminous Pavement Removal	161	CY	40. <sup>00</sup>	6,440. <sup>00</sup>
13.	(S) Cold Milling Asphalt Concrete Pavement	79,731	SY	3.10	247,166.10
14.	Unclassified Excavation	854	CY	58. <sup>00</sup>	49,532. <sup>00</sup>
15.	Root Pruning	172	LF	21. <sup>00</sup>	3,612. <sup>00</sup>
16.	Tree Pruning	16	Ea	160. <sup>00</sup>	2,560. <sup>00</sup>
17.	Crushed Miscellaneous Base	499	CY	30.50	15,220. <sup>00</sup>
18.	Asphalt Rubber Pavement	8,950	Ton	77.20	690,940. <sup>00</sup>
19.	Asphalt Concrete Pavement	4,685	Ton	78. <sup>00</sup>	365,430. <sup>00</sup>
20.	P.C.C. Curb, GB Type A1, Integral	756	LF	24.25	18,333. <sup>00</sup>

21.	P.C.C. Curb & Gutter, GB Type A2, W = 1.5'	283	LF	33.25	9,409.75
22.	P.C.C. Curb & Gutter, GB Type A2, W = 2'	512	LF	37.00	18,944.00
23.	P.C.C. Sidewalk, 3" Thick	24,390	SF	4.10	99,999.00
24.	P.C.C. Sidewalk, 4" Thick	150	SF	4.00	600.00
25.	(S) Curb Ramp Detectable Warning Surface	168	SF	60.00	10,080.00
26.	P.C.C. Driveway Apron, 6" Thick	15	SF	7.50	112.50
27.	P.C.C. Alley Approach, 6" Thick	619	SF	7.50	4,642.50
28.	P.C.C. Bus Stop Street Pad, 10" Thick	2,100	SF	12.00	25,200.00
29.	P.C.C. Cross Gutter, 8" Thick	4,990	SF	7.25	36,178.00
30.	Permanent Roadway Signing	1	LS	14,300.00	14,300.00
31.	Pavement Markers, Markings and Traffic Striping	1	LS	37,800.00	37,800.00
32.	(S) Loop Detectors	40	Ea	210.00	8,400.00

33.	Temporary Traffic Control Devices	1	LS	101,000. <sup>00</sup>	101,000. <sup>00</sup>
34.	Local Depression	4	EA	625. <sup>00</sup>	2,500. <sup>00</sup>
35.	4" PVC Schedule 80 installation	1,170	LS	7.85	9,184.50
36.	Imported Fill For Irrigation Sleeves	93	CY	12. <sup>00</sup>	1,116. <sup>00</sup>
37.	(S) Traffic Signal Interconnection	1	LS	320,500. <sup>00</sup>	320,500. <sup>00</sup>
TOTAL AMOUNT BID				2,197,098.35	

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

THE GREEN SHEET

# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

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

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

Woman-Owned \_\_\_\_\_  
Minority-Owned \_\_\_\_\_ Which Racial Minority? \_\_\_\_\_

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

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

Respectfully submitted,

R.J. NOBLE COMPANY  
Legal Name of Company

By   
Signature

MICHAEL J. CARVER, PRESIDENT  
Print Name / Title

\_\_\_\_ Individual

\_\_\_\_ Joint Venture

\_\_\_\_ Partnership (General)

Names of Other General Partners

\_\_\_\_ Partnership (Limited)

Names of Other Partners

\_\_\_\_ Limited Liability Company

X Corporation

Incorporated Under the Laws of the State of CALIFORNIA

Business Address 15505 E. LINCOLN AVENUE ORANGE, CA 92865  
(Actual Address - Do NOT list a post office box)

Business Telephone (714) 637-1550 Fax Telephone (714) 637-6321

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A license, Number A-782908; license termination date is AUGUST 31, 2008.

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

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number BU20348410; license termination date is 12-27-07.  
Address listed on license P.O. BOX 620, ORANGE, CA 92856



**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:

R.J. NOBLE COMPANY

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

  
\_\_\_\_\_

Title: MICHAEL J. CARVER, PRESIDENT

Date: SEPTEMBER 21, 2007

**EXHIBIT "B"**

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: UB4786C3107
  - B. Name of Insurer (**NOT** Broker): TRAVELERS INDEMNITY COMPANY OF AMERICA
  - C. Address of Insurer: 5530 TRABUCO ROAD, IRVINE, CA 92620
  - D. Telephone Number of Insurer: 949-679-7113
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): \_\_\_\_\_
  - B. Automobile Liability Insurance Policy Number: CAP9322B42607
  - C. Name of Insurer (**NOT** Broker): TRAVELERS INDEMNITY COMPANY OF AMERICA
  - D. Address of Insurer: 5530 TRABUCO ROAD, IRVINE, CA 92620
  - E. Telephone Number of Insurer: 949-679-7113
  
- 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: 8-9 DAYS
  
- 5) Estimated total wages to be paid those workers: \$160,000.00
  
- 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: \_\_\_\_\_  
6 SUB-CONTRACTORS
  
- 8) Taxpayer's Identification Number: ██████████

# 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 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

Name and Address of Subcontractor

Classification or Type of Work

Name B+S Tree Service  
Address 17300 17th St. #231  
City Tustin, Ca. 92780  
Phone No. (714) 991-4160

Root Pruning, Tree Pruning  
Dollar Amount of Contract \$ 5,840.00  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. 540001

Name EBS  
Address 1320 E. Sixth St.  
City Corona, Ca. 92879  
Phone No. (951) 299-6869

Concrete  
Dollar Amount of Contract \$ 194,424.50  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. A 720016

Name Pavement Recycling  
Address PO BOX 1266  
City Riverside, Ca. 92502  
Phone No. (951) 682-1091

Cold Milling  
Dollar Amount of Contract \$ 90,016.30  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. 669352 A

Name Superior Pavement Markings  
Address 14658 Industry Cir.  
City La Mirada, Ca. 90638  
Phone No. (714) 562-9106

Striping  
Dollar Amount of Contract \$ 47,485.66  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. 776306

Name C.T. + F  
Address 7728 Scout Ave.  
City Bell Gardens, Ca. 90201  
Phone No. (562) 927-2339

Electrical  
Dollar Amount of Contract \$ 312,580.00  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. 182572 C-1

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

Dollar Amount of Contract \$ \_\_\_\_\_  
DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
License No. \_\_\_\_\_

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

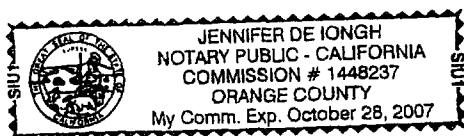
State of California }  
County of ORANGE } ss.

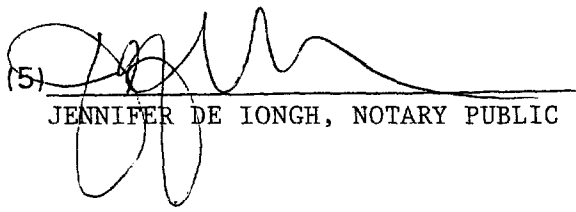
(1) MICHAEL J. CARVER, being first duly sworn, deposes and says that he or she is (2) PRESIDENT of (3) R.J. NOBLE COMPANY the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;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

(4)   
MICHAEL J. CARVER, PRESIDENT

Subscribed and sworn to before me on 08-29-07.

Notary Seal



(5)   
JENNIFER DE IONGH, NOTARY PUBLIC

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

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

**CITY OF LONG BEACH BIDDER'S BOND**

**KNOW ALL MEN BY THESE PRESENTS: That we, R.J. NOBLE COMPANY  
COMPANY OF AMERICA, as Principal, and TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA, a corporation, organized and existing under and by virtue  
of the laws of the State of CONNECTICUT, with its principal place of business in the  
City of DIAMOND BAR, State of CALIFORNIA, with a paid up capital of not less  
than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the  
purpose of making, guaranteeing or becoming a surety upon bonds and undertakings  
required or authorized by law, and having heretofore complied with all of the requirements  
of law of the State of California regulating the formation or admission of such corporation  
to transact business in this State, as Surety, are held firmly bound unto the City of Long  
Beach, a municipal corporation, organized under the laws of the State of California, and  
situated in the County of Los Angeles, in the sum of TEN PERCENT OF THE AMOUNT  
OF THE BID Dollars (\$ 10% OF BID )  
lawful money of the United States of America, for the payment whereof the Principal and  
sureties bind themselves, their heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.**

The condition of the above obligation is such that:

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

R.J. NOBLE COMPANY

MICHAEL J. CARVER, PRESIDENT  
**Principal**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SHAWN BLUME, **Surety ATTORNEY-IN-FACT**

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

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

**\* ADDITIONAL INSTRUCTIONS TO BIDDERS -**

The City of Long Beach, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat 252) and the Regulations of the Department of Commerce (15 C.F.R., Part 8) issued pursuant such Act, hereby notifies all bidders that it will affirmatively ensure that the contract entered into pursuant to the Notice Inviting Bids will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, or national origin.

In accordance with the provisions of Division 2, Part 7, Chapter 1 of the California Labor Code, the Director of Public Works of the City of Long Beach by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rates of per diem wages for each craft, classification, and type of work needed to execute contracts for public works and improvements. The per diem wages published at the date the contract is advertised for bids shall be applicable. Copies of the prevailing rate of per diem wages are on file in the City Engineer's office, 333 W. Ocean Boulevard, 9th floor, Long Beach, California 90802 and such copies will be made available to any interested party upon request. Furthermore, the current Federal General Wage Determinations for this Work, as predetermined by the U.S. Secretary of Labor, are set forth in these Special Provisions. If there is a difference in the Federal minimum wage rates and the State of California minimum wage rates for similar classifications of labor, the Contractor and its subcontractors shall pay not less than the higher wage rate.

The City of Long Beach shall not accept lower State wage rates for classifications not specifically included in the Federal General Wage Determinations. This includes "trainees" (or other classifications based on hours of experience) or any other classification not appearing in the Federal General Wage Determinations. Where the Federal General Wage Determinations does not contain the State classification otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate for the classification which most closely approximates the duties of the employees in question.

**DBE AVAILABILITY ADVISORY**

Bidders are advised that, as required by federal law, the State of California has established a statewide overall DBE goal. This City of Long Beach federal-aid contract is considered to be part of the statewide overall DBE goal. The City is required to report to Caltrans on DBE participation for all federal-aid contracts each year so that attainment efforts may be evaluated. To provide assistance in meeting the statewide goal, the City has included a DBE Availability Advisory of 18.5 percent (18.5%) in this contract. Bidders need not achieve the percentage stated in any DBE Availability Advisory as a condition of award.





EXHIBIT D - NONCOLLUSION AFFIDAVIT

To the City of Long Beach Department of Public Works:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the Bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a false or sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay a fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

*THE ABOVE NONCOLLUSION AFFIDAVIT IS PART OF THE BID. SIGNING THIS BID ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THIS NONCOLLUSION AFFIDAVIT. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION OR ADMINISTRATIVE SANCTIONS.*

## QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

YES \_\_\_\_\_ NO   X  

If the answer is yes, explain the circumstances in the following space:

**THE ABOVE QUESTIONNAIRE CERTIFICATION IS PART OF THE BID. SIGNING THIS BID ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THIS CERTIFICATION. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION OR ADMINISTRATIVE SANCTIONS.**

**EXHIBIT E - DEBARMENT AND SUSPENSION CERTIFICATION  
(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)**

The Bidder, under penalty of perjury, certifies that except as noted below, he/she or any person associated therewith in the capacity of Owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space:

NONE OF THE ABOVE APPLY

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder's responsibility. For any exception noted above, indicate below to whom it applies, the initiating agency, and dates of action.

*THE ABOVE DEBARMENT AND SUSPENSION CERTIFICATION IS PART OF THE BID. SIGNING THIS BID ON THE SIGNATURE PORTION THEREOF SHALL ALSO CONSTITUTE SIGNATURE OF THIS DEBARMENT AND SUSPENSION CERTIFICATION. BIDDERS ARE CAUTIONED THAT MAKING A FALSE CERTIFICATION MAY SUBJECT THE CERTIFIER TO CRIMINAL PROSECUTION OR ADMINISTRATIVE SANCTIONS.*

## EXHIBIT F - NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this Bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her Bid that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**INSTRUCTIONS FOR COMPLETION OF SF-LLL  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or material change to previous filing pursuant to Title 31 U.S. Code, Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks,  Subawardee then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g.,  RFP-DE-90-001.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10a. Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of the payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form. Please print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. Section 1352

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type	
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		a. bid/offer/application b. initial award c. post award		a. initial b. material change For Material Change Only: year _____ quarter _____ date of initial report _____	
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known			5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime:		
Congressional District, if known: _____			Congressional District, if known: _____		
6. Federal Department / Agency			7. Federal Program Name / Description:  CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____			13. Type of Payment (check all that apply): a. Retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____		
12. Form of Payment (check all that apply): a. cash b. In-kind; specify: nature _____ value _____					
14. Brief description of services performed or to be performed and dates(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11:					
(attach Continuation Sheet(s), if necessary)					
15. Continuation Sheet(s) attached: Yes _____ No _____					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: _____ Print Name: MICHAEL J. CARVER Title: PRESIDENT Telephone No.: 714-637-1550 Date: 08-29-07	
Federal Use Only:				Authorized for Local Reproduction Standard Form - LLL	

KNOW ALL MEN BY THESE PRESENTS: That we, R.J. NOBLE COMPANY, as PRINCIPAL, and TRAVELERS CASUALTY AND \* located at 21688 GATEWAY CENTER DR. DIAMOND BAR, CA a corporation, incorporated under the laws of the State of CONNECTICUT, 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 TWO MILLION ONE HUNDRED NINETY SEVEN THOUSAND NINETY EIGHT DOLLARS AND THIRTY FIVE CENTS (\$2,197,098.35), 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:

\*SURETY COMPANY OF AMERICA

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 Carson Street from Bellflower Boulevard to the Long Beach Towne Center 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 21st day of SEPTEMBER, 2007.

R.J. NOBLE COMPANY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Contractor  
By: [Signature]  
Name: MICHAEL J. CARVER  
Title: PRESIDENT

SURETY, admitted in California  
By: [Signature]  
Name: MICHAEL D. STONG  
Title: ATTORNEY-IN-FACT

By: [Signature]  
Name: STEVE MENDOZA  
Title: SECRETARY

Telephone: (612) 343-0382

Approved as to Form this 5th day of October, 2007.  
ROBERT S. SHANNON, City Attorney

Approved as to sufficiency this 5th day of October, 2007.

By: [Signature]  
Deputy City Attorney

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.

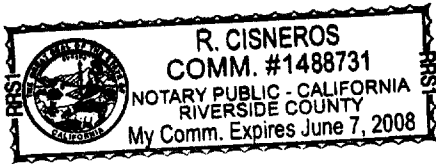
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of RIVERSIDE } ss.

On 9-21-07, before me, R. CISNEROS "NOTARY PUBLIC"  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared MICHAEL D. STONG  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.



WITNESS my hand and official seal.

R. Cisneros  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

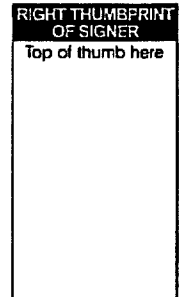
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of CALIFORNIA

County of ORANGE

On SEPTEMBER 21, 2007 before me, JENNIFER DE IONGH, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MICHAEL J. CARVER  
NAME(S) OF 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.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- PARTNER(S)  LIMITED
- ATTORNEY-IN-FACT  GENERAL

NUMBER OF PAGES

- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

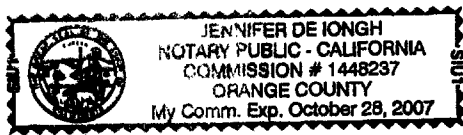
State of CALIFORNIA

County of ORANGE

On SEPTEMBER 21, 2007 before me, JENNIFER DE IONGH, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared STEVE MENDOZA  
NAME(S) OF 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.



WITNESS my hand and official seal.

*Jennifer De Iongh*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

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

\_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218573

Certificate No. 001587706

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Shawn Blume, Susan C. Monteon, Rosemary Cisneros, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of April, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of September, 2007

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

KNOW ALL MEN BY THESE PRESENTS: That we, R.J. NOBLE COMPANY, as PRINCIPAL, and TRAVELERS CASUALTY AND SURETY, \* located at 21688 GATEWAY CENTER DR. DIAMOND BAR, CA, a corporation, incorporated under the laws of the State of CONNECTICUT, 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 TWO MILLION ONE HUNDRED NINETY SEVEN THOUSAND NINETY EIGHT DOLLARS AND THIRTY FIVE CENTS (\$2,197,098.35), 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.

\*COMPANY OF AMERICA

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 Carson Street from Bellflower Boulevard to the Long Beach Towne Center 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 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 21st day of SEPTEMBER, 2007.

R.J. NOBLE COMPANY
Contractor
By: [Signature]
Name: MICHAEL J. CARVER
Title: PRESIDENT
By: [Signature]
Name: STEVE MENDOZA
Title: SECRETARY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY, admitted in California
By: [Signature]
Name: MICHAEL D. STONG
Title: ATTORNEY-IN-FACT
Telephone: (909) 612-3000

Approved as to form this 5th day of October, 2007.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

- 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.

Approved as to sufficiency this 5th day of October, 2007.

By: [Signature]
City Engineer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

State of CALIFORNIA

County of ORANGE

On SEPTEMBER 21, 2007 before me, JENNIFER DE IONGH, NOTARY PUBLIC,  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MICHAEL J. CARVER,  
NAME(S) OF 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.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- PARTNER(S)  LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

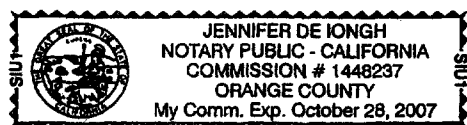
State of CALIFORNIA

County of ORANGE

On SEPTEMBER 21, 2007 before me, JENNIFER DE IONGH, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared STEVE MENDOZA  
NAME(S) OF 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.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
SIGNATURE OF NOTARY

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

- PARTNER(S)       LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

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

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

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

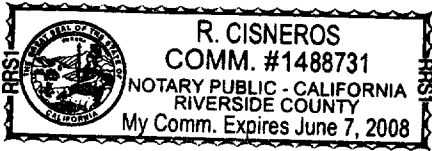
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of RIVERSIDE } ss.

On 9-21-07, before me, R. CISNEROS "NOTARY PUBLIC"  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MICHAEL D. STONG  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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.

WITNESS my hand and official seal.

R. Cisneros  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

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

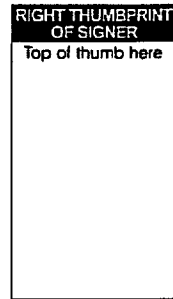
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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







POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218573

Certificate No. 001587686

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael D. Stong, Shawn Blume, Susan C. Monteon, Rosemary Cisneros, and Jeremy Pendergast

of the City of Riverside, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of April, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 24th day of April, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

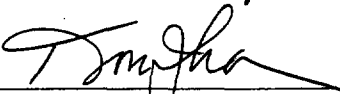
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice 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 Resident Vice Presidents, Resident 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 on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of August, 2007

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.stpaultravelersbond.com](http://www.stpaultravelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



### Local Agency Bidder-DBE (Construction Contracts)-Information

The successful bidder must execute and return the LOCAL AGENCY BIDDER – DBE INFORMATION form, even if no DBE participation will be reported.

AGENCY: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 PROJECT DESCRIPTION: CARSON STREET  
 CONTRACT NUMBER: \_\_\_\_\_  
 FEDERAL-AID PROJECT NUMBER: SIPL-5108(077)  
 TOTAL CONTRACT AMOUNT: \$ 2,197,098.35  
 FEDERAL SHARE (For local agency to complete): \$ \_\_\_\_\_  
 BID DATE: 08-29-07  
 BIDDER'S NAME: R.J. NOBLE COMPANY  
 ADVERTISED DBE CONTRACT AVAILABILITY ADVISORY Percentage: \_\_\_\_\_

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	DBE Cert. No. AND EXPIRATION DATE	NAME OF DBEs <sup>1</sup> (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE <sup>3</sup>

<p><b>IMPORTANT:</b> Identify all DBE firms being participating in the project, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the DBEs' quotes, and if applicable, a copy of joint venture agreements, pursuant to the Subcontractors Listing Law and the Special Provisions.</p>	Total Claimed Participation	\$ <u>0</u>
		<u>0</u> %

<p>1. Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p> <p>3. See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.</p>	<p><i>Steve Mendoza</i> Signature of Bidder</p> <p><u>10-01-07 714-637-1550</u> Date (Area Code) Tel. No.</p> <p><u>STEVE MENDOZA, SECRETARY</u> Person to Contact (Please Type or Print)</p>
---	---

Local Agency Bidder - DBE Information (Rev 5/01/06)

Distribution: (1) Copy - Fax immediately to the Caltrans District Local Assistance Engineer (DLAE) upon award.  
 (2) Copy - Include in award package to Caltrans District Local Assistance  
 (3) Original - Local agency files

APPENDIX "A"

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

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

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

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

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

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

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

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

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

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

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

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

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 842879, Sacramento, CA 94279-0044.

# Use Tax Direct Payment Exemption Certificate

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

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

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

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

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

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

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

## IMPORTANT NOTICE TO VENDORS

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

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

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

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

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

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

THIS FORM MAY BE REPRODUCED

## 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<sup>1</sup> 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 45001-43651, 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.

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



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



ACCOUNT NUMBER \_\_\_\_\_

**DRAFT**

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

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

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

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

BOE-442-DPLZ (1-98)

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

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

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