

1 work identified in Contractor's "Bid for the Ocean Boulevard Bluff Erosion and
2 Enhancement Project in the City of Long Beach, California," attached hereto as
3 Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,
9 Project Specifications No. R-6871 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; Project Plans No. B-4506 for this work; the California Code of
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
14 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
16 Contract and all documents attached hereto or referenced herein including but not
17 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
18 Proceed; Notice of Completion; any addenda or change orders issued in
19 accordance with the Standard Specifications; any permits required and issued for
20 the work; approved final design drawings and documents; and the Information
21 Sheet. These Contract Documents are incorporated herein by the above
22 reference and form a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

10 13. NOTICES.

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

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

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

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

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

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

11 19. TAXES AND TAX REPORTING.

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

21 B. Contractor shall cooperate with City in all matters relating to
22 taxation and the collection of taxes, particularly with respect to the self-accrual of
23 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
24 materials, equipment, supplies, or other tangible personal property totaling over
25 \$100,000 shipped from outside California, a qualified Contractor shall complete
26 and submit to the appropriate governmental entity the form in Appendix "A"
27 attached hereto; and (ii) for construction contracts and subcontracts totaling
28 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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.

Y & M CONSTRUCTION, INC., a California corporation

_____, 20__

By M.H. Mina
President

Rafat H. Mina
Type or Print Name

_____, 20__

By Magda Awaad
Secretary

Magda N. Awaad
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

1.20, 2011

By [Signature]
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 1/10

2011

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

EXHIBIT A

32
 BIDDER'S NAME: Y & M Construction, Inc.

BID TO THE CITY OF LONG BEACH OCEAN BOULEVARD BLUFF EROSION AND ENHANCEMENT PROJECT

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on October 27, 2010, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6871 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Soil Nail System Area #4 Excluding Irrigated Planter Pockets	1	LS	636,000	636,000
2.	All Landscape and Irrigation Area A Excluding Soil Nail System Area 1	1	LS	55,200	55,200
3.	All Landscape and Irrigation Area B	1	LS	50,000	50,000
4.	All Landscape and Irrigation Area C Excluding Soil Nail System Area 2	1	LS	63,600	63,600
5.	All Landscape and Irrigation Area D Excluding Soil Nail System Area 3	1	LS	149,400	149,400
6.	All Landscape and Irrigation Area E	1	LS	63,000	63,000
7.	All Landscape and Irrigation Area F	1	LS	86,250	86,250
8.	All Landscape and Irrigation Area G Excluding Soil Nail System Area 4	1	LS	78,000	78,000
9.	Irrigation Work with two (2) 25 HP Booster Pumps	1	LS	300,645	300,645

TOTAL AMOUNT BID

1,482,095.00

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

EXHIBIT B

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Y & m Construction, inc

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

Magdalena

Title: Secretary

Date: 10/26/10

EXHIBIT C

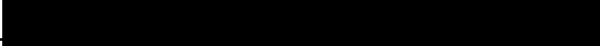
INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1) Workers' Compensation Insurance:

- A. Policy Number: 1776663
- B. Name of Insurer (NOT Broker): State Fund
- C. Address of Insurer: P.O. Box 420807, San Francisco, CA 94142
- D. Telephone Number of Insurer: 877-405-4545

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: 048719121BAP
- C. Name of Insurer (NOT Broker): All state
- D. Address of Insurer: P.O. Box 660642, Dallas, TX. 75266-0642
- E. Telephone Number of Insurer: 310-784-3999

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

None.

4) Estimated total number of workers to be employed on this Contract: 30

5) Estimated total wages to be paid those workers: \$ 250,000

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: _____

(2)


8) Taxpayer's Identification Number: 

EXHIBIT D

LIST OF SUBCONTRACTORS

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

Name Marina Landscape Type of Work _____
Address 1900 S. Lewis Street Irrigation and Landscaping
City Anaheim, CA 92805 Dollar Value of Subcontract \$ 479,500
Phone No. 714.267.6475 & 714.704.0420
License No. 492862

Name Drill Tech Type of Work Soil Nail
Address 2200 Wymore Way
City Antioch, CA 94509 Dollar Value of Subcontract \$ 450,000
Phone No. 925.978.2060
License No. _____

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

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

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

Executed in Triplicate

LABOR AND MATERIAL BOND

Bond #0505263

Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS, That we, Y & M, CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and International Fidelity Insurance Company, located at 13400 Sabre Springs Parkway #270, San Diego, CA 92128, a corporation, incorporated under the laws of the State of New Jersey, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION FOUR HUNDRED EIGHTY TWO THOUSAND NINETY-FIVE DOLLARS (\$1,482,095), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Ocean Boulevard Bluff Erosion and Enhancement Project 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 8th day of December, 2010.

Y & M Construction, Inc.

Contractor

By: [Signature]

Name: Rafat H. Mina

Title: President

By: [Signature]

Name: Magda N. Awaad

Title: Secretary

Approved as to form this 10th day of January, 2011.

ROBERT E. SPANNON, 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.

International Fidelity Insurance Company

SURETY, admitted in California

By: [Signature]

Name: Pamela McCarthy

Title: Attorney-in-Fact

Telephone: (858) 513-1795

Approved as to sufficiency this 14 day of December, 2010.

By: [Signature]
City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JAN 04, 2011 before me, "Raffi Varooj Thomassian, Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared Rafat H Mina
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Raffi Varooj Thomassian*
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: Bond For Faithful Performance

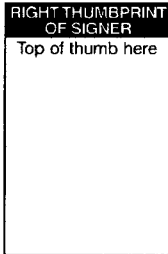
Document Date: 12/08/2010 Number of Pages: One

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rafat H Mina

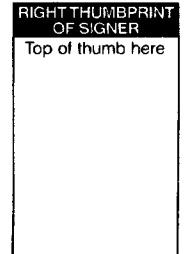
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

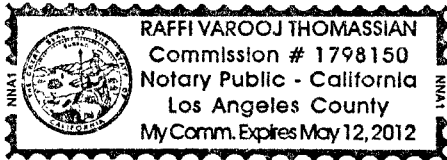
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On JAN 04, 2011 before me, "Raffi Varooj Thomassian, Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared Magda N. Awaad
Name(s) of Signer(s)



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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Raffi Varooj Thomassian*
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: Bond For Faithful Performance

Document Date: 12/08/2010 Number of Pages: One

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Magda N. Awaad

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

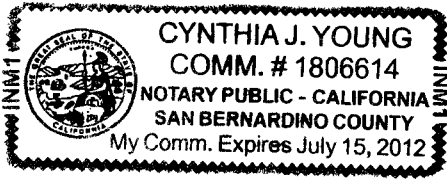
CA:IFCRNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Bernardino) ss.

On December 8, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia J. Young

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

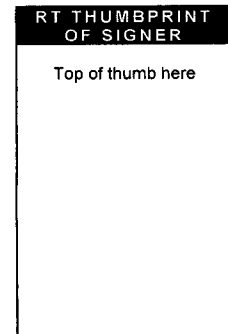
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing:



POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LAURIE B. DRUCK, CYNTHIA J. YOUNG, JAY P. FREEMAN, PAMELA MCCARTHY

San Bernardino, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



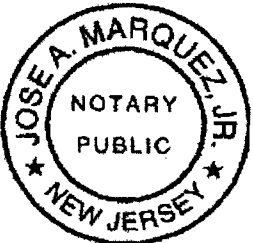
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this

8 day of December 2010

Assistant Secretary

Premium is for contract term and is subject to adjustment based on final contract price

Executed in Triplicate

BOND FOR FAITHFUL PERFORMANCE

Bond #0505263

Premium: \$18,321.00

KNOW ALL MEN BY THESE PRESENTS, That we, Y & M, CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and International Fidelity Insurance Company, located at 13400 Sabre Springs Pkwy #270, San Diego, CA 92128 a corporation, incorporated under the laws of the State of New Jersey, 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 ONE MILLION FOUR HUNDRED EIGHTY TWO THOUSAND NINETY-FIVE DOLLARS (\$1,482,095), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Ocean Boulevard Bluff Erosion and Enhancement Project 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 8th day of December, 2010

Y & M Construction, Inc.

International Fidelity Insurance Company

By: [Signature]
Name: Rafat H. Mina
Title: President

SURETY, admitted in California
By: [Signature]
Name: Pamela McCarthy
Title: Attorney-in-Fact
Telephone: (858) 513-1795

By: [Signature]
Name: Magda N. Awaad
Title: Secretary

Approved as to form this 10th day of January, 2011.

Approved as to sufficiency this 19 day of December, 2010

ROBERT E. SHANNON, City Attorney
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 Los Angeles

On JAN 04, 2011 before me, "Raffi Varooj Thomassian, Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared Rafat H Mina
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Raffi Varooj Thomassian*
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: Labor And Material Bond

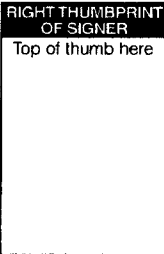
Document Date: 12/08/2010 Number of Pages: One

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rafat H Mina

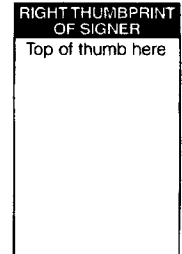
- Individual
- Corporate Officer — Title(s): President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

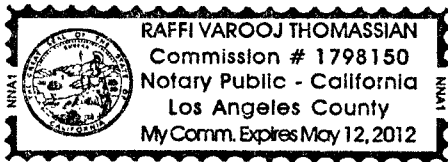
On JAN 04, 2011 before me, "Raffi Varooj Thomassian, Notary Public"

Date

Here Insert Name and Title of the Officer

personally appeared Magda N. Awaad

Name(s) of Signer(s)



Place Notary Seal Above

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Raffi Varooj Thomassian
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor And Material Bond

Document Date: 12/08/2010 Number of Pages: One

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Magda N. Awaad

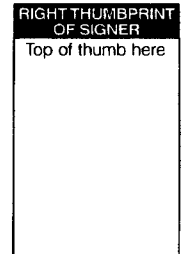
- Individual
- Corporate Officer — Title(s): Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

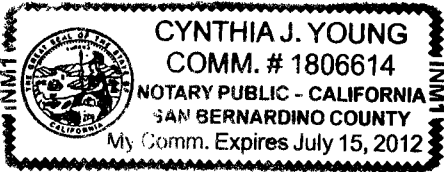
State of California)
County of San Bernardino) ss.

On December 8, 2010 before me, Cynthia J. Young, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Pamela McCarthy

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia J. Young

Signature of Notary Public

OPTIONAL

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

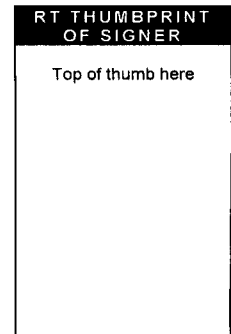
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

Laurie B. Druck, Cynthia J. Young, Jay P. Freeman, Pamela McCarthy

San Bernardino, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



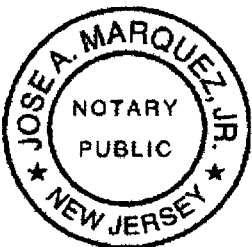
IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 8 day of December 2010

Assistant Secretary