

BOND NO.: 661122074
BOND PREMIUM IS INCLUDED IN PERFORMANCE BOND
BOND ISSUED IN DUPLICATE

LABOR AND MATERIAL BOND

30960

KNOW ALL MEN BY THESE PRESENTS: That we, TAFOYA & ASSOCIATES, INC.

LINCOLN GENERAL INSURANCE COMPANY, as PRINCIPAL, and
701 B STREET, #2100, SAN DIEGO, CA 92101, located at _____,
a corporation, incorporated under the laws of the State of PENNSYLVANIA, 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 THREE HUNDRED SEVENTY THOUSAND SIX HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$370,662.00 lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the EVR PHASE II UPGRADE PROJECT and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 26 day of NOVEMBER, 2008

TAFOYA & ASSOCIATES, INC.
CONTRACTOR/PRINCIPAL

By: _____
Name: EDDIE TAFOYA
Title: President

By: _____
Name: EDDIE TAFOYA
Title: Vice-President

Approved as to form this 3rd day
of December, 2008.
ROBERT E. SHANNON, City Attorney

By: _____
Senior Deputy

LINCOLN GENERAL INSURANCE COMPANY
SURETY, admitted in California

By: _____
Name: YUNG T. MULLICK
Title: ATTORNEY-IN-FACT
Telephone: 949-461-7000

Approved as to sufficiency this 26 day
of Dec, 2008

By: _____
Assistant City Manager
City Manager/_____ Engineer

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

DFG:rmb(12-18-01);rev 05/24/04 (H:\AGR\ENG\BONDLABOR.BOI.WPD)
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**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

ACKNOWLEDGMENT

State of California
County of ORANGE)

On November 26, 2008 before me, JENNIFER C. GIBONEY, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared YUNG T. MULLICK,
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 

(Seal)

