

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

CONTRACT

**31993**

1  
2  
3 THIS CONTRACT is made and entered, in duplicate, as of December 15,  
4 2010 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 December 14, 2010, by and between  
6 G.B. COOKE, INC., a California corporation ("Contractor"), whose address is 580 E.  
7 Foothill Blvd., Azusa, California 91702, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Bluff Erosion Control  
10 Improvement at 5<sup>th</sup> Place in the City of Long Beach, California," dated November 10,  
11 2010, and published by City, bids were received, publicly opened and declared on the  
12 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 Project Plans No. B-4518 and Project  
16 Specifications No. R-6867;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
21 work described in "Project Plans No. B-4518 and Project Specifications No. R-6867 for  
22 Bluff Erosion Control Improvement at 5<sup>th</sup> Place in the City of Long Beach, California," said  
23 work to be performed according to the Contract Documents identified below. However,  
24 this Contract is intended to provide to City complete and finished work and, to that end,  
25 Contractor shall do everything necessary to complete the work, whether or not  
26 specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

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

1 work identified in Contractor's "Bid for Bluff Erosion Control Improvement at 5<sup>th</sup>  
2 Place in the City of Long Beach, 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 Project Specifications No. R-6867 (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; Project Plans No. B-4518 for this work; the California Code of  
12 Regulations; the various Uniform Codes applicable to trades; the prevailing wage  
13 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
15 Contract and all documents attached hereto or referenced herein including but not  
16 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) Permit(s) from other public  
25 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
26 hereto); 4) Addenda (which shall include written clarifications, corrections and  
27 changes to the bid documents and other types of written notices issued prior to bid  
28 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the

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

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

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

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

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

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

1 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
2 persons, or damages to property, including property of City, which arises from or is  
3 connected with the performance of the work.

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determination of the City Engineer shall be final.

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

9 13. NOTICES.

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

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

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

26 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
27 any of the moneys that may become due Contractor hereunder may be assigned by  
28 Contractor without the written consent of City first had and obtained, nor will City

1 recognize any subcontractor as such, and all persons engaged in the work of  
2 construction will be considered as independent contractors or agents of Contractor and  
3 will be held directly responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

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

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

10 19. TAXES AND TAX REPORTING.

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

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

1 at least \$500,000 in tangible personal property that was subject to sales or use tax  
2 in the previous calendar year.

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

7 D. 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 cooperation with City, with regards  
19 to subsections B, C and D under this section (including forms and permits), from  
20 its subcontractors and any other subcontractors who work directly or indirectly  
21 under the overall authority of this Contract.

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

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



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

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

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

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

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

28          26.    GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of  
2 California law pertaining to conflicts of laws).

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

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

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

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

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

27           "During the performance of a Contract with the City of Long Beach,  
28 the Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of  
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
3 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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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.

G.B. COOKE, INC., a California corporation

December 23, 2010

By [Signature]  
Vice President  
George B. Cooke  
Type or Print Name

December 23, 2010

By [Signature]  
Secretary  
Sallie Y. Cooke  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

2.1, 2011

By [Signature]  
Assistant City Manager  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 1/6

2011

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Los Angeles

On December 23, 2010 before me, Cori Y. Greene, Notary  
Date Here Insert Name and Title of the Officer

personally appeared George B. Cooke and Sallie Y. Cooke  
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 Cori Y. Greene  
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: Contract

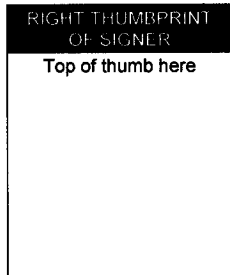
Document Date: December 15, 2010 Number of Pages: 12

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: George B. Cooke

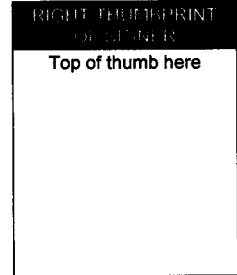
- Individual
- Corporate Officer – Title(s): Vice President
- Partner
  - Limited
  - General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
G. B. Cooke, Inc.

Signer's Name: Sallie Y. Cooke

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



Signer is Representing: \_\_\_\_\_  
G.B. Cooke, Inc.

# EXHIBIT A

BIDDER'S NAME: G.B. Cooke, Inc.

**BID TO THE CITY OF LONG BEACH  
BLUFF EROSION CONTROL IMPROVEMENT AT 5<sup>th</sup> PLACE**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 10, 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-6867 at the prices listed below.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization/ Demobilization (Not to Exceed 5% of Base Bid)	1	LS		10,500-
2.	Surveying	1	LS	2650-	2650-
3.	Demolition	1	LS	10,100	10,100
4.	Clear and Grub Slope	3500	SF	3 <sup>00</sup>	10,500-
5.	Excavation	100	CY	110-	11,000-
6.	Import Soil/Backfill	210	CY	120-	25,200-
7.	12" Concrete Retaining Wall Footing with Reinforcement	42	CY	2,550-	107,100-
8.	French Drain for 12" Concrete Retaining Wall	70	LF	29	2030-
9.	Grade Slope	3500	SF	5-	17,500
10.	Install Erosion Control Blanket	3500	SF	.50	1,750-
11.	Install Concrete Sidewalk	296	SF	8-	2368-
12.	Chain Link Fence	75	LF	55-	4,125-
13.	42" Aluminum Guard Fence	48	LF	210-	10,800-
14.	Repair and Replace Retaining Structures in Private Property	1	LS	3200	3,200-
15.	Landscaping/Irrigation	1	LS	58,000	58,000

TOTAL AMOUNT BID: 276,103

Note

1. Bid Item #1, Mobilization/Demobilization shall not exceed 5 percent of the Base Bid Total.

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? No Which racial minority? \_\_\_\_\_  
Is the Bidder a Women-Owned Business? No

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

Planet Bids

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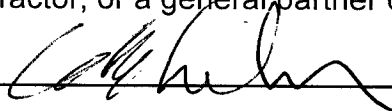
**WORKERS' COMPENSATION CERTIFICATION**

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:

G.B. Cooke, Inc.

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

  
\_\_\_\_\_

Title: Vice President

Date: December 23, 2010

**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: DTE-UB-0693C09-3-10
  - B. Name of Insurer (**NOT** Broker): Traveler's Property Casualty Co.
  - C. Address of Insurer: Diamond Bar, California
  - D. Telephone Number of Insurer: (714) 257-9644
- 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: BA-0693C093-10-CNS
  - C. Name of Insurer (**NOT** Broker): Travelers Property & Casualty
  - D. Address of Insurer: Diamond Bar, California
  - E. Telephone Number of Insurer: (714) 257-9644
- 3) Address of Property used to house workers on this Contract, if any: NA  
\_\_\_\_\_
- 4) Estimated total number of workers to be employed on this Contract: 6
- 5) Estimated total wages to be paid those workers: \_\_\_\_\_
- 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: \_\_\_\_\_  
\_\_\_\_\_
- 8) Taxpayer's Identification Number: \_\_\_\_\_ XXXXXXXXXX \_\_\_\_\_

# EXHIBIT "C"

# EXHIBIT D

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon and submit with their bid the information requested below for each subcontractor who will perform labor or render service to the general contractor in or about the construction of the work or improvement, in an amount in excess of 1/2 of 1 percent of the general contractor's total bid. Reproduce and attach additional sheets as needed.

Name RR Leonard Co. Portion of Work to be Performed (May specify by line item):  
Address 10910 Shoemaker Ave Rebar  
City San Jose Springs  
Phone No. (562) 941-2288 Estimated Dollar Amount of Contract:  
License No. 250779 \$ 10,465 -

Name Maxima Landscape Portion of Work to be Performed (May specify by line item):  
Address 1900 S. Lewis St. Landscape  
City Anaheim, CA  
Phone No. (714) 704-0420 Estimated Dollar Amount of Contract:  
License No. 492862 \$ 36,000 -

Name \_\_\_\_\_ Portion of Work to be Performed (May specify by line item):  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_ Estimated Dollar Amount of Contract:  
License No. \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Portion of Work to be Performed (May specify by line item):  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_ Estimated Dollar Amount of Contract:  
License No. \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ Portion of Work to be Performed (May specify by line item):  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone No. \_\_\_\_\_ Estimated Dollar Amount of Contract:  
License No. \_\_\_\_\_ \$ \_\_\_\_\_

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

STATE OF CALIFORNIA  
BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

KNOW ALL MEN BY THESE PRESENTS: That we, G.B. COOKE, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety, \* located at 21688 Gateway Ctr Drive, Diamond Bar, Ca 91765, a corporation, incorporated under the laws of the State of California, 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 HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED THREE DOLLARS (\$276,103), 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 Bluff Erosion Control Improvement at 5th Place 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 20th day of December, 2010

G.B. Cooke, Inc.

Contractor

By: [Signature]

Name: George B. Cooke

Title: Vice President

By: [Signature]

Name: Sallie Y. Cooke

Title: Secretary

Approved as to form this 6th day of January, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy City Attorney

Travelers Casualty and Surety Company of SURETY admitted in California America

By: [Signature]

Name: Ted E. Adamson, Attorney-in-Fact

Title: Attorney-in-Fact

Telephone: (714) 257-9644

Approved as to sufficiency this 4 day of January, 2011.

By: [Signature] City Manager/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.

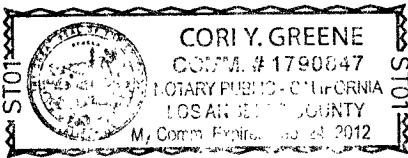
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Los Angeles

On December 23, 2010 before me, Cori Y. Greene, Notary  
Date Here Insert Name and Title of the Officer

personally appeared George B. Cooke and Sallie Y. Cooke  
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 signatures(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 Cori Y. Greene  
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

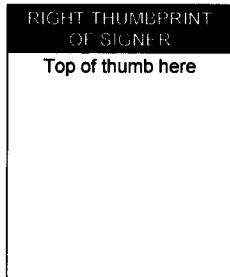
Document Date: December 20, 2010 Number of Pages: 1

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: George B. Cooke

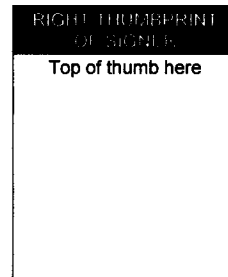
- Individual
- Corporate Officer – Title(s): Vice President
- Partner
  - Limited
  - General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
G. B. Cooke, Inc.

Signer's Name: Sallie Y. Cooke

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



Signer is Representing: \_\_\_\_\_  
G.B. Cooke, Inc.



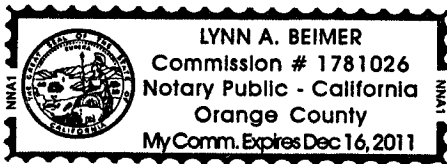
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Orange }

On December 20, 2010 before me, Lynn A. Beimer, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ted E. Adamson  
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 Lynn A. Beimer  
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: \_\_\_\_\_

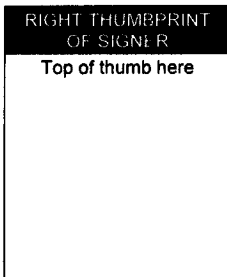
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

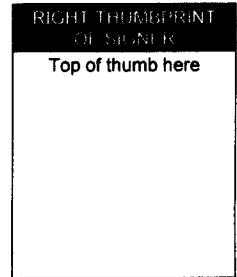
Signer is Representing: \_\_\_\_\_



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

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

Signer is Representing: \_\_\_\_\_





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. 219335

Certificate No. 002061650

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

Richard L. Wells, Ted E. Adamson, and Lynn A. Beimer

of the City of Brea, 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 15th day of November, 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 15th day of November, 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 20th day of December, 20 10.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.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.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, G.B. COOKE, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and \*, located at 21688 Gateway Ctr Drive, Diamond Bar, Ca. 91765 corporation, incorporated under the laws of the State of California, 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 HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED THREE DOLLARS (\$276,103), 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. \*Surety 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 Bluff Erosion Control Improvement at 5<sup>th</sup> Place 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 20th day of December, 2010.

G.B. Cooke, Inc.  
Contractor  
By: [Signature]  
Name: George B. Cooke  
Title: Vice President

By: [Signature]  
Name: Sallie Y. Cooke  
Title: Secretary

Travelers Casualty and Surety Company of  
SURETY, admitted in California America  
By: [Signature]  
Name: Ted E. Adamson, Attorney-in-Fact  
Title: Attorney-in-Fact  
Telephone: (714) 257-9644

Approved as to form this 6<sup>th</sup> day of January, 2011.  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy City Attorney

Approved as to sufficiency this 4 day of January, 2011.  
By: [Signature]  
City Manager/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 ACKNOWLEDGEMENT**

State of California }  
County of Los Angeles }

On December 23, 2010 before me, Cori Y. Greene, Notary  
Date Here Insert Name and Title of the Officer

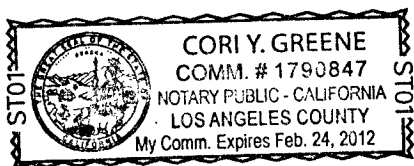
personally appeared George B. Cooke and Sallie Y. Cooke  
Name(s) of Signer(s)

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 signatures(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 Cori Y. Greene  
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

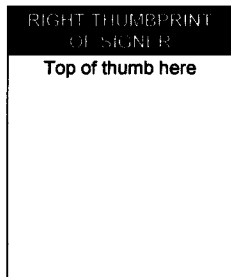
Document Date: December 20, 2010 Number of Pages: 1

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: George B. Cooke

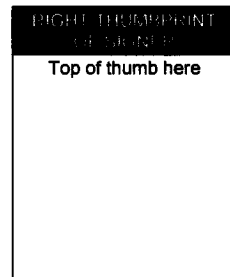
- Individual
- Corporate Officer – Title(s): Vice President
- Partner
  - Limited
  - General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
G. B. Cooke, Inc.

Signer's Name: Sallie Y. Cooke

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



Signer is Representing: \_\_\_\_\_  
G.B. Cooke, Inc.

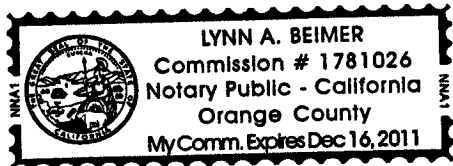
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California }  
County of Orange }

On December 20, 2010 before me, Lynn A. Beimer, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Ted E. Adamson  
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 Lynn A. Beimer  
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: \_\_\_\_\_

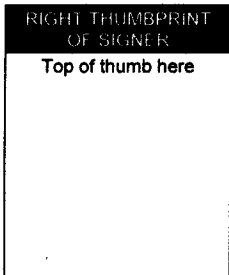
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

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

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



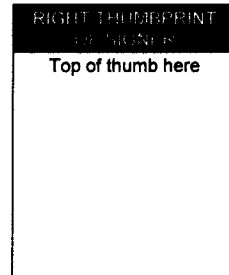
Signer is Representing: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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



Signer is Representing: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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. 219335

Certificate No. 002061649

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

Richard L. Wells, Ted E. Adamson, and Lynn A. Beimer

of the City of Brea, 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 15th day of November, 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 15th day of November, 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 20th day of December, 20 10.

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.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.