

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

CONTRACT

29710

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2
3 THIS CONTRACT is made and entered, in duplicate, as of August 1, 2006
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on August 1, 2006, by and between CONNOLLY-
6 PACIFIC CO., a California corporation, whose address is Berth D40, 1925 Pier D Street,
7 Long Beach, California 90802 ("Contractor"), and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Improvements of Dock
10 9 at Rainbow Harbor in the City of Long Beach, California," dated June 7, 2006, and
11 published by the City, bids were received, publicly opened and declared on the date
12 specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract
15 with Contractor for the work described in Plans & Specifications No. R-6498;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment, and transportation for the
20 work described in "Plans & Specifications No. R-6498 for the Improvements of Dock 9 at
21 Rainbow Harbor in the City of Long Beach, California," said work to be performed
22 according to the Contract Documents identified below. However, this Contract is intended
23 to provide to the City complete and finished work and, to that end, Contractor shall do
24 everything necessary to complete the work, whether or not specifically described in the
25 Contract Documents.

26 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for
27 materials and work identified in Contractor's "Bid for the Improvements of Dock 9 at
28 Rainbow Harbor in the City of Long Beach, California," attached hereto as Exhibit "A".

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

4 3. CONTRACT DOCUMENTS. The Contract Documents include: The
5 Notice Inviting Bids, Plans & Specifications No. R-6498 (which may include by reference
6 the Standard Specifications for Public Works Construction, latest edition, and any
7 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach
8 Standard Plans; Plans and Drawings No. B-4248 for this work; the California Code of
9 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;
10 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,
11 Minority and Women-owned Business Enterprise Program; this Contract and all documents
12 attached hereto or referenced herein including but not limited to insurance; Bond for
13 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
14 addenda or change orders issued in accordance with the Standard Specifications; any
15 permits required and issued for the work; approved final design drawings and documents;
16 and the Information Sheet. These Contract Documents are incorporated herein by the
17 above reference and form a part of this Contract.

18 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
19 or inconsistency exists or develops among or between Contract Documents, the following
20 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
21 agencies; 4) Plans & Specifications No. R-6498; 5) Addenda; 6) Plans and Drawings No.
22 B-4248; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other

1 damage if the work is not completed within the time stated, but those damages would be
2 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
3 damages, the amount stated in the Contract Documents.

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

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

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

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

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

28 In addition, Contractor shall complete and deliver to the City the form

E. Shannon
City of Long Beach
Ocean Boulevard
California 90802-4664
(562) 570-2200

1 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with
2 Labor Code Section 2810.

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

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

14 12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the work

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

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

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

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

22 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause
23 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part
24 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City
25 in the manner provided herein for notices shall entitle City to withhold the penalty
26 prescribed by law from progress payments due to Contractor.

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

1 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 the negligence or
3 willful misconduct of City, earthquake, or flood, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make

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

9 Contractor shall not be entitled to and by signing this Contract waives any
10 claim or damages for delay against City if Contractor does not timely submit these forms
11 to the appropriate governmental entity. Contractor may contact the City Controller at (562)
12 570-6450 for assistance with the form.

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

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

22 22. NO PECUNIARY INTEREST. Contractor acknowledges and agrees that the

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

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

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

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

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

24 29. NONDISCRIMINATION. In connection with performance of this Contract
25 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
26 employment or in the performance of this Contract on the basis of race, religion, national
27 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the
28 policy of the City to encourage the participation of Disadvantaged, Minority and Women-

1 owned Business Enterprises and the City encourages Contractor to use its best efforts to
2 carry out this policy in the award of all subcontracts.

3 30. DEFAULT. Default shall include but not be limited to Contractor's failure
4 to perform in accordance with the Plans and Specifications, failure to comply with any
5 Contract Document, failure to pay any penalties, fines or charges assessed against the
6 Contractor by any public agency, failure to pay any charges or fees for services performed
7 by the City, and if Contractor has substituted any security in lieu of retention, then default
8 shall also include City's receipt of a stop notice. If default occurs and Contractor has
9 substituted any security in lieu of retention, then in addition to City's other legal remedies,
10 City shall have the right to draw on the security in accordance with Public Contract Code
11 Section 22300 and without further notice to Contractor. If default occurs and Contractor
12 has not substituted any security in lieu of retention, then City shall have all legal remedies
13 available to it

Leach
Award
102-4664
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1 executed with all formalities required by law as of the date first stated above.

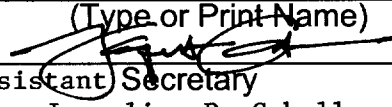
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Aug. 23, 2006

CONNOLLY-PACIFIC CO., a California corporation

By 
Vice President/General Manager
Michael G. Ellis

Aug 23, 2006

(Type or Print Name)
By 
Assistant Secretary
Jaqueline P. Cabellon
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Sept 11, 2006

By 
City Manager

"City"

This Contract is approved as to form on September 5, 2006.

ROBERT E. SHANNON, City Attorney

By 
Senior Deputy

DFG:bg 8/8/06(AGR_ConnollyPacific)06-02210
(L:\APPS\CtyLaw32\WPDOCS\ID008\PO05\00092629.WPD)

Contractor's Bid

EXHIBIT "A"

BIDDER'S NAME: CONNOLLY-PACIFIC CO.

**BID FOR THE IMPROVEMENTS OF DOCK 9 AT RAINBOW HARBOR
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on Wednesday June 7th, 2006, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6498 at the following prices:

There is one Alternate Bid. Bidders shall submit bids for the base bid, and alternate additive bid. The City will determine the lowest responsible bidder based on the Base Bid. After the bid opening and after this determination of the lowest responsible bidder based on this analysis, the City will award a contract that may add the Alternate Additive Bid or none, as selected by the City. In order to be determined responsive, the bidder must bid on the Base Bid and the Alternate Additive Bid.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization/ Demobilization (Not to Exceed 2% of Base Bid)	1	LS	\$20,000 ⁰⁰	\$20,000 ⁰⁰
2	Demolition & Removal	1	LS	\$7,800 ⁰⁰	\$7,800 ⁰⁰
3	Access Platforms and Canopy	1	LS	\$154,000 ⁰⁰	\$154,000 ⁰⁰
4	Aluminum Gangways and Ramps	770	SF	\$182 ²⁰	\$140,294 ⁰⁰
5	Concrete Piling (14-inch square)	502	LF	\$223 ⁰⁰	\$111,946 ⁰⁰
6	Concrete Piling (18-inch octagonal)	500	LF	\$184 ⁰⁰	\$92,000 ⁰⁰
7	Pile Pre-Drilling	14	EA	\$10 ⁰⁰	\$140 ⁰⁰
8	Concrete Floating Dock System	1	LS	\$425,960 ⁰⁰	\$425,960 ⁰⁰
9	Electrical Distribution System	1	LS	\$281,400 ⁰⁰	\$281,400 ⁰⁰
10	Domestic Water Distribution System	1	LS	\$62,036 ⁰⁰	\$62,036 ⁰⁰

11	Fire Protection Distribution System	1	LS	94,520 ^{94,520}	94,520 ^{94,520}
	Sanitary Sewer Pump			∞ [∞]	∞ [∞]

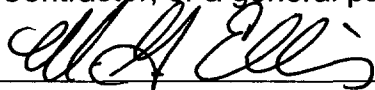
WORKERS' COMPENSATION CERTIFICATION

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:

Connolly-Pacific Co.

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



Title: Michael G. Ellis, Vice President/
General Manager

Date: Aug 23, 2006

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: 295 59 50 (USL & H) 295 59 49 (State Act)

B. Name of Insurer (**NOT** Broker): Commerce & Industry Insurance Company

C. Address of Insurer: 520 Pike Street, Suite 270, Seattle, WA 98101

D. Telephone Number of Insurer: 206/344-3280

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: AS2-641-005097-056

C. Name of Insurer (**NOT** Broker): Liberty Mutual Fire Insurance

D. Address of Insurer: 701 Xenia Avenue South, Minneapolis, MN 55416

E. Telephone Number of Insurer: 763/546-7550

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

N/A

4) Estimated total number of workers to be employed on this Contract: 15

5) Estimated total wages to be paid those workers: \$350,000

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: 3

(Attach a list of contractor's license numbers with the names, if known)

(Exhibit "D")

8) Taxpayer's Identification Number: 

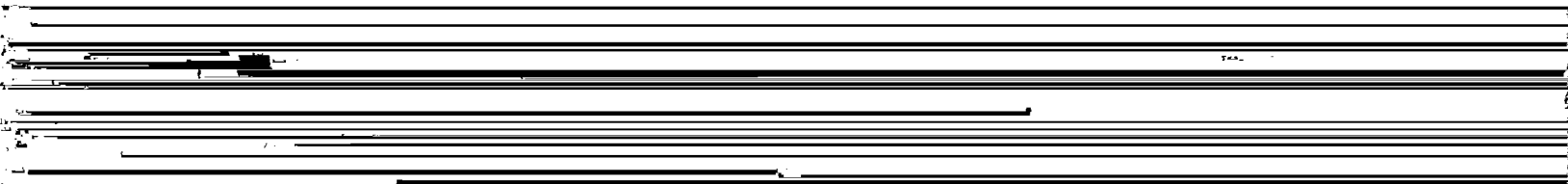
EXHIBIT "C"

List of Subcontractors

EXHIBIT “D”

LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement



APPENDIX "A"

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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



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

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

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

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

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

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

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

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

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

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

The completed use tax direct payment application, certification statement and supporting documentation should be returned to the

Use Tax Direct Payment Exemption Certificate

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

(Name of Vendor)

(Address of Vendor)

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

Description of property to be purchased:

Purchaser: _____ Date certificate given: _____

Signature and Title of Purchaser or Authorized Agent: _____

IMPORTANT NOTICE TO VENDORS

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

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

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

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

Date: _____

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

THIS FORM MAY BE REPRODUCED

**NOTICE TO INDIVIDUALS REGARDING INFORMATION
FURNISHED TO THE BOARD OF EQUALIZATION**

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverages

CALIFORNIA STATE BOARD OF EQUALIZATION
USE TAX DIRECT PAYMENT PERMIT



ACCOUNT NUMBER

DRAFT

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

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

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

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

BOE-442-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. (See Title 42 United States Code Section 4051(a)(2)(C)(iii).) It is mandatory to furnish all the

Executed in Duplicate

Bond No. 190-012103
Bond No. 104502272
Premium: \$6,228.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, CONNOLLY-PACIFIC CO., as PRINCIPAL, and Liberty Mutual Insurance Company and Travelers Casualty and Surety Company of America, located at 505 S. Main Street, Orange, Ca 92868 and

700 N. Central Blvd., Glendale, CA 91203

, 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, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION FOUR HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED FIFTY SIX DOLLARS (\$1,448,356.00), 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)

County of Los Angeles

AUG 10 2006

On _____ before me, Clarice Lee, Notary Public,

personally appeared _____ Thornton, personally known to me (or

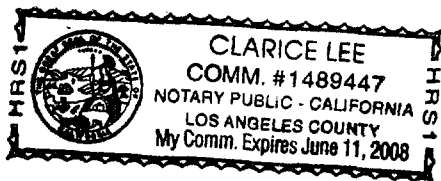
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On AUG 10 2006 before me, Clarice Lee, Notary Public, personally appeared Lisa L. Thornton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Clarice Lee

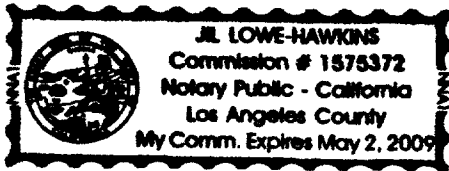
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On August 23, 2006 before me, Jill Lowe-Hawkins, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael G. Ellis and Jaqueline P. Cabellon,
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Jill Lowe-Hawkins
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: Bond for faithful performance

Document Date: August 10, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: Lisa L. Thornton

Capacity(ies) Claimed by Signer

Signer's Name: Michael G. Ellis and Jaqueline P. Cabellon

- Individual
- Corporate Officer — Title(s): Vice President/General Manager and Assistant Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Cannolly - Pacific Co.

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, MARIA PENA, MARINA TAPIA, EDWARD C. SPECTOR, KD CONRAD, JOYCE HERRIN, MICHAEL R. MAYBERRY, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA

.....
, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **ONE HUNDRED MILLION AND 00/100******* DOLLARS (\$ **100,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make

by.

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

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

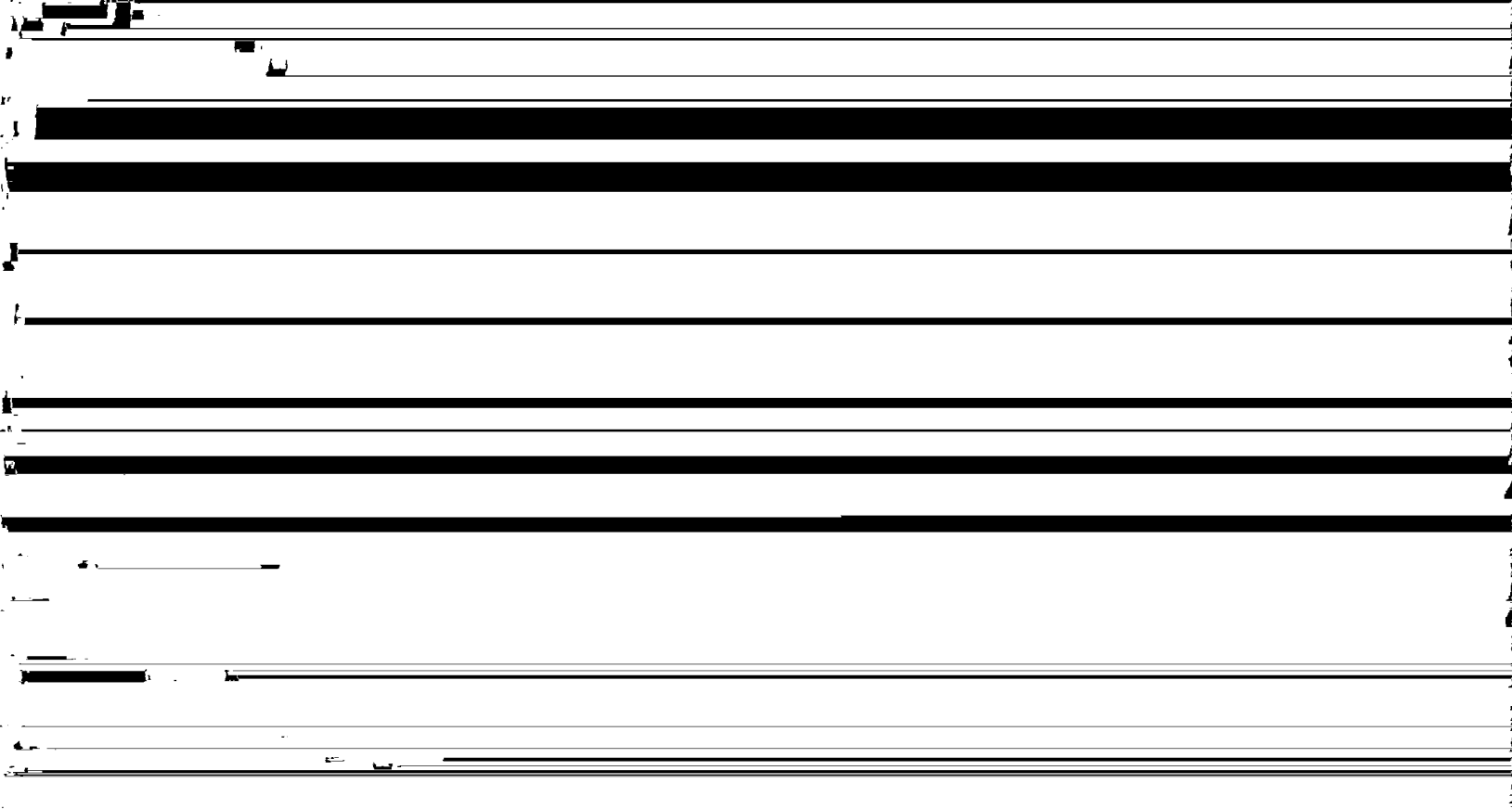
KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: E. S. Albrecht, Jr., Lisa L. Thornton, C. K. Nakamura, Maria Pena, Tracy Aston, Marina Tapia, Brenda Wong, Michael R. Mayberry, KD Conrad, Richard E. Bigley, Joyce Herrin, of Los Angeles, California, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: 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.

VOTED: 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.

VOTED: 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 certificate of authority by one or more



IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 17th day of December, 2003.


STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

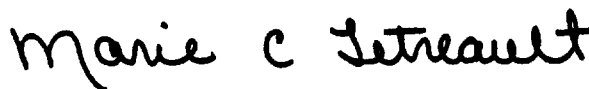
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 17th day of December, 2003 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





My commission expires June 30, 2006 Notary Public
Marie C. Tetreault


CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of

AUG 10 2006, 20



By 
Kori M. Johanson
Assistant Secretary, Bond

Executed in Duplicate

Bond No. 190-012103

Bond No. 104502272

Premium included with Performance Bond

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CONNOLLY-PACIFIC CO., as PRINCIPAL, and Liberty Mutual Insurance Company and Travelers Casualty and Surety Company of America, located at 505 S. Main Street, Orange, CA 92868 and 700 N. Central Blvd., Glendale, CA 91203, a corporation, incorporated under the laws of the

In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and

Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: **Sales and Use Tax**, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; **Excise Taxes, Fuel Taxes and Environmental Fees**, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; **Property Taxes**, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento,

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

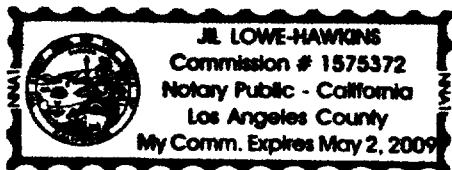
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On August 23, 2006 before me, Jil Lowe Hawkins, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael G. Ellis and Jaqueline P. Cabellon
Name(s) of Signer(s)

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

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



WITNESS my hand and official seal.

Jil Lowe-Hawkins
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: August 10, 2006 Number of Pages: 1

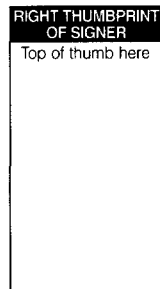
Signer(s) Other Than Named Above: Lisa L. Thornton

Capacity(ies) Claimed by Signer

Signer's Name: Michael G. Ellis and Jaqueline P. Cabellon

- Individual
- Corporate Officer — Title(s): Vice President/General Manager and Assistant Secretary
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Connolly-Pacific Co.



1807059

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

**LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

E. S. ALBRECHT, JR., C. K. NAKAMURA, LISA L. THORNTON, MARIA PENA, MARINA TAPIA, EDWARD C. SPECTOR.

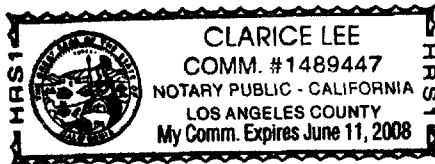
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On AUG 10 2006 before me, Clarice Lee, Notary Public, personally appeared Lisa L. Thornton personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.




Clarice Lee

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: **E. S. Albrecht, Jr., Lisa L. Thornton, C. K. Nakamura, Maria Pena, Tracy Aston, Marina Tapia, Brenda Wong, Michael R. Mayberry, KD Conrad, Richard E. Bigley, Joyce Herrin**, of Los Angeles, California, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

NOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 17th day of December, 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 17th day of December, 2003 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.



Marie C Tetreault
My commission expires June 30, 2006 Notary Public
Marie C. Tetreault


CERTIFICATE

I, the undersigned, Assistant Secretary of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this _____ day of _____, 2003.

AUG 10 2003



By 
Kori M. Johanson
Assistant Secretary, Bond