



1 Queens Highway in the City of Long Beach, California," attached hereto as Exhibit  
2 "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Plans & Specifications No. R-6776 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; Plans and Drawings No. N/A 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) Change Orders; 2) this Contract;  
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6776; 5)  
26 Addenda; 6) Plans and Drawings No. N/A; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1           4.     TIME FOR CONTRACT. Contractor shall commence work on a date  
2 to be specified in a written "Notice to Proceed" from City and shall complete all work  
3 within One Hundred Twenty-Six (126) working days thereafter, subject to strikes, lockouts  
4 and events beyond the control of Contractor. Time is of the essence hereunder. City will  
5 suffer damage if the work is not completed within the time stated, but those damages  
6 would be difficult or impractical to determine. So, Contractor shall pay to City, as  
7 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

6 13. NOTICES.

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

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

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

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

1                   16.    CERTIFIED PAYROLL RECORDS.

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

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

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

24                   17.    RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
25 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
26 and custody of the work. If any loss or damage occurs to the work that is not covered by  
27 collectible commercial insurance, excluding loss or damage caused by earthquake or  
28 flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or  
2 refuses to make the City whole or pay, then City may do so and the cost and expense of  
3 doing so shall be deducted from the amount due Contractor from City hereunder.

4 18. CONTINUATION. Termination or expiration of this Contract shall not  
5 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
6 prior to termination or expiration of this Contract.

7 19. TAXES AND TAX REPORTING.

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

14 B. Contractor shall cooperate with City in all matters relating to  
15 taxation and the collection of taxes, particularly with respect to the self-accrual of  
16 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
17 materials, equipment, supplies, or other tangible personal property totaling over  
18 \$100,000 shipped from outside California, a qualified Contractor shall complete  
19 and submit to the appropriate governmental entity the form in Appendix "A"  
20 attached hereto; and (ii) for construction contracts and subcontracts totaling  
21 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
22 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
23 at least \$500,000 in tangible personal property that was subject to sales or use tax  
24 in the previous calendar year.

25 C. In completing the form and obtaining the permit(s), Contractor  
26 shall use the address of the Work site as its business address and may use any  
27 address for its mailing address. Copies of the form and permit(s) shall also be  
28 delivered to the City Engineer. The form must be submitted and the permit(s)

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

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

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

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

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
27 parties to benefit themselves only and is not in any way intended or designed to or  
28 entered for the purpose of creating any benefit or right of any kind for any person or entity



1 that is not a party to this Contract.

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

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

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

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

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

27           29.    NONDISCRIMINATION. In connection with performance of this  
28 Contract and subject to federal laws, rules and regulations, Contractor shall not

1 discriminate in employment or in the performance of this Contract on the basis of race,  
2 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
3 status, handicap or disability. It is the policy of the City to encourage the participation of  
4 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City  
5 encourages Contractor to use its best efforts to carry out this policy in the award of all  
6 subcontracts.

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

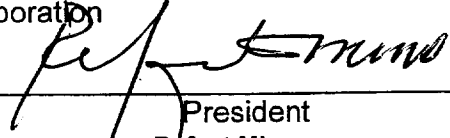
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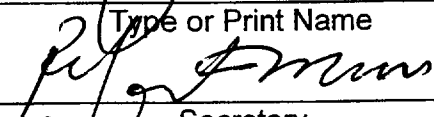
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

MINAKO AMERICA CORPORATION DBA  
MINCO CONSTRUCTION, a California  
corporation

March 24, 2009

By   
President  
Refaat Mina  
Type or Print Name

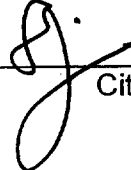
March 24, 2009

By   
Secretary  
Refaat Mina  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

April 9, 2009

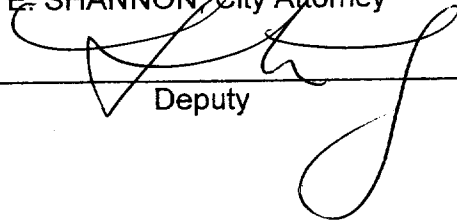
Assistant City Manager  
By   
City Manager

"City"

**EXECUTED PURSUANT  
TO SECTION 501 OF  
THE CITY CHARTER.**

This Contract is approved as to form on April 16,  
2009.

ROBERT E. SHANNON City Attorney

By   
Deputy

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

# EXHIBIT “A”

Contractor’s Bid

BID FOR THE  
 QUEEN MARY FIRE ALARM UPGRADE  
 1126 QUEENS HIGHWAY  
 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 February 11, 2009, 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-6776 at the following price:

In order to determine the lowest bidder, the City will use the total Base Bid only. The City will award to the lowest bidder the Base Bid. At the City's sole option and based on the funds available, will award to the lowest bidder either Additive Alternate 1 or Additive Alternate 2. In order to be determined responsive, the bidder must bid on the Base Bid, Additive Alternate Bid 1, and Additive Alternate Bid 2. Additive Alternates will be cumulative, each representing the entire cost of the base and alternate bid.

DESCRIPTION	UNIT	TOTAL AMOUNT BID (IN FIGURES)
Base Bid 210 Working Days	LS	\$ 1,377,700. <sup>00</sup> RM
Accelerated Additive Alternate 1 168 Working Days	LS	\$ 50,000. <sup>00</sup>
Accelerated Additive Alternate 2 126 Working Days	LS	\$ 75,000. <sup>00</sup>

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

Green Sheet (Dodge Report)

**WORKERS' COMPENSATION CERTIFICATION**

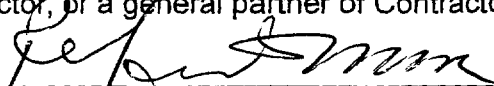
In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the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

Contractor's Name:

**Minako America Corporation, dba Minco Construction**

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



---

Title: **President**

---

Date: **March 24, 2009**

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**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: 01DKRM12005584
  - B. Name of Insurer (NOT Broker): Delos Insurance Company
  - C. Address of Insurer: 27200 Tourney Rd. #350, Valencia, CA 91355
  - D. Telephone Number of Insurer: 661.284.1708
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Available upon request
  - B. Automobile Liability Insurance Policy Number: BA8526768
  - C. Name of Insurer (NOT Broker): Golden Eagle INS CORP
  - D. Address of Insurer: 27200 Tourney Rd. #350, Valencia, CA 91355
  - E. Telephone Number of Insurer: 661.284.1708
  
- 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: 12
  
- 5) Estimated total wages to be paid those workers: \$400,000
  
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: One
  
- 8) Taxpayer's Identification Number: 

EXHIBIT "C"

# EXHIBIT “D”

List of Subcontractors:



LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, who will perform work or labor or render service to the Prime Contractor in or about the construction of the Work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of 1/2 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <u>Pyro/Comm Systems Inc.</u>	<u>Fire Alarm</u>
Address <u>15531 Container Ln.</u>	Dollar Amount of Contract \$ _____
City <u>Huntington Beach, CA 92649</u>	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. <u>714 902-8000</u>	License No. <u>C10 612153</u>
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____
Name _____	_____
Address _____	Dollar Amount of Contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small>
Phone No. _____	License No. _____

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT PRICE

This bond was issued in two(2)  
identical counterparts.

BOND FOR FAITHFUL PERFORMANCE

Bond No. 105253148  
Premium: \$18,282.00

KNOW ALL MEN BY THESE PRESENTS: That we, MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION, as PRINCIPAL, and \_\_\_\_\_, located at 21688 Gateway Center Dr., Diamond Bar, CA 91765, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION SIX HUNDRED SEVENTY THOUSAND SIX HUNDRED FIVE DOLLARS (\$1,670,605.00), 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.

\*Travelers Casualty and Surety Company of America  
THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

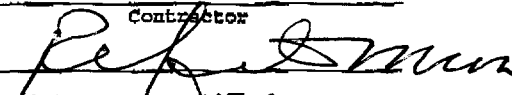
WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the QUEEN MARY FIRE ALARM UPGRADE, 1126 QUEENS HIGHWAY and is required by said City to give this bond in connection with the execution of said contract;

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 18th day of March, 2009.

Minako America Corporation dba Minco Construction

Contractor  
By:   
Name: REFAAT H. MINA  
Title: PRESIDENT

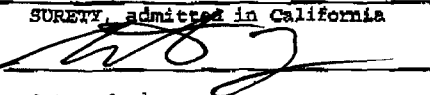
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 6th day of April, 2009.

ROBERT E. SHANNON, City Attorney

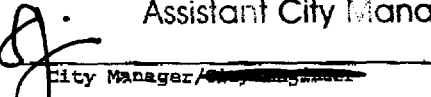
By:   
Deputy City Attorney

Travelers Casualty and Surety Company of America

SURETY, admitted in California  
By:   
Name: Arturo Ayala  
Title: Attorney-in-Fact  
Telephone: 909-612-3651

Approved as to sufficiency this 9 day of April, 2009.

Assistant City Manager

By:   
City Manager/Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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

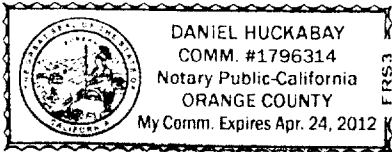
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 3/18/09 before me, Daniel Huckabay, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Arturo Ayala  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
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: Faithful Performance Bond

Document Date: 3/18/09 Number of Pages: One

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

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

Signer's Name: Arturo Ayala

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles

On Mar 23, 2009 before me, "Raffi Varooj Thomassian, Notary Public"  
Date Here Insert Name and Title of the Officer  
personally appeared Refaat H Mina  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Raffi Varooj Thomassian  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond for Faithful Performance

Document Date: 03-18-09 Number of Pages: One

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

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

Signer's Name: Refaat H Mina

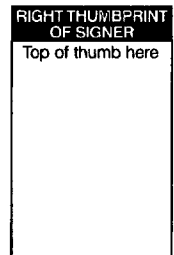
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

This bond was issued in two(2) identical counterparts.

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT PRICE

Bond No. 105253148

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MINAKO AMERICA CORPORATION DBA MINCO CONSTRUCTION, as PRINCIPAL, and Travelers Casualty and Surety Company of America, located at 21688 Gateway Center Dr., Diamond Bar, CA 91765, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION SIX HUNDRED SEVENTY THOUSAND SIX HUNDRED FIVE DOLLARS (\$1,670,695.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the QUEEN MARY FIRE ALARM UPGRADE, 1126 QUEENS HIGHWAY and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

This Bond shall insure 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 18th day of March, 2009.

Minako America Corporation dba Minco Construction

Contractor

By:

Name:

Title:

By:

Name:

Title:

Approved as to form this 6th day of April, 2009.

ROBERT E. SHANNON, City Attorney

By:

Deputy City Attorney

NOTE:

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

LT:bg A09-00735
LN:Apps\CityLaw32\WPD\Docs\0008\F009\00169636.DOC

Travelers Casualty and Surety Company of America

SURETY admitted in California

By:

Name:

Title:

Telephone:

Approved as to sufficiency this 9 day of April, 2009.

Assistant City Manager

By:

City Manager/

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

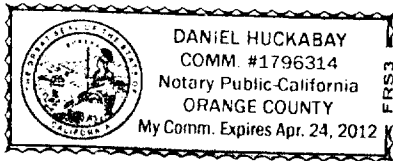
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 3/18/09 before me, Daniel Huckabay, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Arturo Ayala  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature \_\_\_\_\_  
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: Payment Bond

Document Date: 3/18/09 Number of Pages: One

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

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

Signer's Name: Arturo Ayala

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
 County of Los Angeles

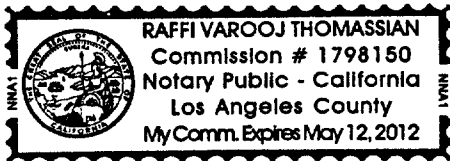
On Mar 23, 2009 before me, "Raffi Varooj Thomassian, Notary Public"  
Date Here Insert Name and Title of the Officer  
 personally appeared Refaat H Mina  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Raffi Varooj Thomassian  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Labor and Material Bond

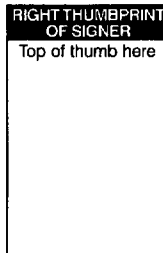
Document Date: 03-18-09 Number of Pages: One

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

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

Signer's Name: Refaat H Mina

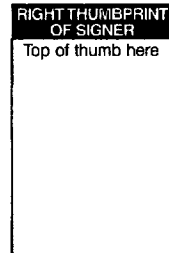
- Individual
- Corporate Officer — Title(s): President
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



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. 217860

Certificate No. 001242254

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

Ralph Eidem Jr., Daniel Huckabay, and Arturo Ayala

of the City of Orange, 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 10th day of October, 2006.

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 10th day of October, 2006, 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 18th day of March, 20 09.

  
Kori M. Johanson, Assistant Secretary



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