

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

CONTRACT

30628

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3 THIS CONTRACT is made and entered, in duplicate, as of January 28,
4 2008 for reference purposes only, pursuant to Resolution No. RES-08-0005, adopted by
5 the City Council of the City of Long Beach at its meeting on January 8, 2008, by and
6 between SUNCAL PRECISION CONCRETE, INC. ("Contractor"), a California
7 corporation, whose address is 25848-1 Springbrook Avenue, Santa Clarita, California
8 91350 and the CITY OF LONG BEACH ("City"), a municipal corporation.

9 WHEREAS, City recently conducted a pilot program to saw cut and remove
10 the elevated edge of displaced concrete sidewalk panels in lieu of temporary asphalt
11 patches typically installed by City crews; and

12 WHEREAS, the pilot program was performed by Suncal Precision
13 Concrete, Inc. using a patented system that is unique with no equivalent on the market
14 today; and

15 WHEREAS, City did by Resolution No. RES-08-0005 determine that Suncal
16 Precision Concrete, Inc. is the only company capable of providing the unique saw cutting
17 process and, by reason of the foregoing, no useful purpose would be served by
18 advertising for bids and to do so would constitute an idle and useless act and an
19 unnecessary expenditure of public funds;

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

22 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
23 supervision, tools, materials, supplies, appliances, equipment and transportation for the
24 work described in "Plans & Specifications No. R-6744 for the Annual Contract for
25 Sidewalk Trip Hazard Removal by Zero-Clearance Concrete Cutting in the City of Long
26 Beach, California," said work to be performed according to the Contract Documents
27 identified below. However, this Contract is intended to provide to City complete and
28 finished work and, to that end, Contractor shall do everything necessary to complete the

1 work, whether or not specifically described in the Contract Documents.

2 2. PRICE AND PAYMENT.

3 A. City shall pay to Contractor the amount(s) for materials and
4 work in the manner described below, not to exceed \$200,000.00, at the rates or
5 charges shown in Exhibit "A".

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: Plans & Specifications No.
11 R-6744 (which may include by reference the Standard Specifications for Public
12 Works Construction, latest edition, and any supplements thereto, collectively the
13 "Standard Specifications"); the City of Long Beach Standard Plans; Plans and
14 Drawings No. NONE for this work; the California Code of Regulations; the various
15 Uniform Codes applicable to trades; the prevailing wage rates; the City of Long
16 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
17 this Contract and all documents attached hereto or referenced herein including but
18 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
19 Proceed; Notice of Completion; any addenda or change orders issued in
20 accordance with the Standard Specifications; any permits required and issued for
21 the work; approved final design drawings and documents; and the Information
22 Sheet. These Contract Documents are incorporated herein by the above
23 reference and form a part of this Contract.

24 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
25 if any conflict or inconsistency exists or develops among or between Contract
26 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;
27 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6744; 5)
28 Addenda; 6) Plans and Drawings No. NONE; 7) the City of Long Beach Standard

1 Plans; 8) Standard Specifications; 9) other reference specifications; and 10) other
2 reference plans.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City and shall complete all work
5 within three hundred sixty-five (365) calendar days thereafter, subject to strikes, lockouts
6 and events beyond the control of Contractor. Time is of the essence hereunder. City will
7 suffer damage if the work is not completed within the time stated, but those damages
8 would be difficult or impractical to determine. So, Contractor shall pay to City, as
9 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

1 persons, or damages to property, including property of City, which arises from or is
2 connected with the performance of the work.

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

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

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

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

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8 13. NOTICES.

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

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

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

25 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
26 any of the moneys that may become due Contractor hereunder may be assigned by
27 Contractor without the written consent of City first had and obtained, nor will City
28 recognize any subcontractor as such, and all persons engaged in the work of

1 construction will be considered as independent contractors or agents of Contractor and
2 will be held directly responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and
4 cause each subcontractor to keep an accurate payroll record in accordance with Division
5 2, Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such
6 record to City in the manner provided herein for notices shall entitle City to withhold the
7 penalty prescribed by law from progress payments due to Contractor.

8 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
9 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
10 and custody of the work. If any loss or damage occurs to the work that is not covered by
11 collectible commercial insurance, excluding loss or damage caused by earthquake or
12 flood or the negligence or willful misconduct of City, then Contractor shall immediately
13 make the City whole for any such loss or pay for any damage. If Contractor fails or
14 refuses to make the City whole or pay, then City may do so and the cost and expense of
15 doing so shall be deducted from the amount due Contractor from City hereunder.

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

19 19. TAXES AND TAX REPORTING.

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

26 B. Contractor shall cooperate with City in all matters relating to
27 taxation and the collection of taxes, particularly with respect to the self-accrual of
28 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of

1 materials, equipment, supplies, or other tangible personal property totaling over
2 \$100,000 shipped from outside California, a qualified Contractor shall complete
3 and submit to the appropriate governmental entity the form in Appendix "A"
4 attached hereto; and (ii) for construction contracts and subcontracts totaling
5 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
6 of Equalization for the Work site. "Qualified" means that the Contractor purchased
7 at least \$500,000 in tangible personal property that was subject to sales or use tax
8 in the previous calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUNCAL PRECISION CONCRETE, INC.,
a CALIFORNIA corporation

MARCH 10, 2008

By [Signature]

CHAD LAMPREY

Type or Print Name

PRESIDENT

Title

_____, 20__

By _____

Type or Print Name

Title

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

April 28, 2008

By [Signature] ASSISTANT

City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Contract is approved as to form on April 14,
2008

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

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

EXHIBIT “A”

**RATE CHARGES FOR SIDEWALK TRIP HAZARD REMOVAL PROJECT
R-6744**

In accordance with Resolution No. RES-08-0005, adopted by the City Council of the City of Long Beach at its meeting on January 8, 2008 by and between SUNCAL PRECISION CONCRETE, INC. and the City of Long Beach, the following charges apply to the work performed and described in "Plans and Specifications No. R-6744 for the Annual Contract for Sidewalk Trip Hazard Removal by Zero-Clearance Concrete Cutting in the City of Long Beach, California.

Item Description	Estimated Quantity	Unit	Unit Price (In Figures)	Total
Cost Per Inch-Foot	8,000	Inch-Feet	\$25.00	\$200,000.00

EXHIBIT A

SPECIFICATIONS FOR SIDEWALK TRIP HAZARD REMOVAL

1. All trip hazards will be saw cut in complete accordance with the requirements of the Americans with Disabilities Act. Each offset will be tapered at a *minimum* 1:8 slope and shall have smooth uniform appearance and texture. Method of trip hazard removal shall entail precise saw *cutting* of the cement only. Grinding or pulverization of the cement is NOT acceptable or allowed.
2. All saw work shall be done with hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard and around obstacle that may be encountered.
3. All saw cutting shall be taken to the zero point of differential to the adjacent opposing side, and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.
4. Debris and concrete dust shall be cleaned from the sidewalk surface as well as surrounding area.

SAW CUTTING:

1. Measurements shall be made by the same procedure under Method of Measurement and Payment (below).
2. Saw must have the option of cutting 20 degrees off of vertical.

CURB CUTTING:

1. All handicap curb cuts shall comply with ADA requirements (1/4" vertical changes maximum and 12:1 wings).
2. Measurement shall be made by the linear-feet of curb, which has been cut and removed completely, from the top of the curb. Cuts shall all have a smooth uniform appearance and texture.

METHOD OF MEASUREMENT AND PAYMENT

Measurement shall be made by the average depth of the cut on each trip hazard, multiplied by the length along the joint that is trimmed.

Example: If a joint is cut 1" on one side and tapered to 0" on the other, a full 4-foot width of the sidewalk, it shall be calculated as follows:

$$\frac{1'' + 0''}{2} \times 4' = 2 \text{ inch-feet}$$

Average x width = Total inch-feet

Inch-feet x cost per inch foot = Total price for trip hazard


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:

SUNCAL PRECISION CONCRETE, INC.
dba PRECISION CONCRETE CUTTING

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



Title: PRESIDENT

Date: MARCH 10, 2008

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: WEN001542302
 - B. Name of Insurer (NOT Broker): ENDURANCE INSURANCE COMPANY
 - C. Address of Insurer: 8865 RESEARCH DR STE 100 IRVINE, CA 92618
 - D. Telephone Number of Insurer: (949) 623-6475

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): [REDACTED]
 - B. Automobile Liability Insurance Policy Number: CA048849865
 - C. Name of Insurer (NOT Broker): ALLSTATE
 - D. Address of Insurer: 2775 SANDERS RD. NORTHBROOK, IL 60062
 - E. Telephone Number of Insurer: 1-800-ALLSTATE

- 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: ~ 2-3
- 5) Estimated total wages to be paid those workers: maybe 25-35K
- 6) Dates (or schedule) when those wages will be paid: _____
EVERY OTHER WEEK
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 1

- 8) Taxpayer's Identification Number: [REDACTED]

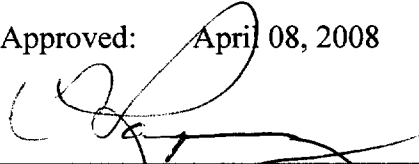
EXHIBIT "C"

EXHIBIT D
(No subcontractors)

BOARD RESOLUTION

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Suncal Precision Concrete, Inc. hereby authorizes Chad Lamprey, President to act on behalf of Suncal Precision Concrete, Inc. in entering any agreement or contract with any party; and to sign solely for and on behalf of Suncal Precision Concrete, Inc. for any agreement or contract.

Approved: April 08, 2008



Andrew Lamprey
Chair, Board of Directors
Corporate Secretary



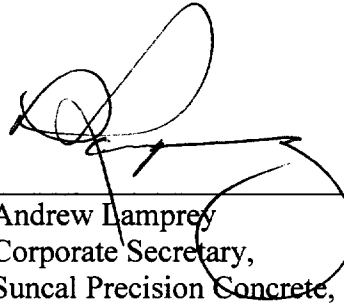
Chad Lamprey
President, Member, Board of Directors

CERTIFICATION

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Suncal Precision Concrete, Inc.; and
2. That the foregoing constitutes a Resolution of the Board of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 8th day of April, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed by name of said corporation, this 8th day of April, 2008.



Andrew Lamprey
Corporate Secretary,
Suncal Precision Concrete, Inc.

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, Suncal Precision Concrete, Inc., as PRINCIPAL, and WESTERN SURETY COMPANY, located at 101 S. Phillips Ave., Sioux Falls, SD 57104-6703, a corporation, incorporated under the laws of the State of South Dakota, admitted as a surety in the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Two hundred thousand and no/100

DOLLARS (\$ 200,000.00) 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 present.

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 Annual Contract for Sidewalk Trip Hazard Removal by Zero-Clearance Concrete Cutting Plans & Specifications No. R-6744 and is required 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 the work or labor required to be done thereunder, 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.

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 10th day of March, 2008.

SUNCAL PRECISION CONCRETE, INC.

CONTRACTOR/PRINCIPAL
By: [Signature]
Name: ANDREW LAMPREY
Title: PRESIDENT

By: _____
Name: _____
Title: _____

Approved as to form this 14th day of April, 2008.

ROBERT E. SHANNON, City Attorney

By: [Signature] Deputy

WESTERN SURETY COMPANY

SURETY, admitted in California
By: [Signature]
Name: B. Arp
Title: B. Arp, Ass't Sec.

Telephone: 1-800-331-6053

Approved as to sufficiency this 9 day of April, 2008.

By: [Signature] City Manager/City Engineer

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

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 10th day of March, 2008, before me, a Notary Public in

and for said County, personally appeared **B. Ap. Ass't Sec.**
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires

J. HEGGEN
My Commission Expires 6-22-2013



Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70447591

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint B. Arp

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Suncal Precision Concrete, Inc.

Obligee: City of Long Beach

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 10, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 10th day of March, 2008.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 10th day of March, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of March, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT

State of California
County of Los Angeles

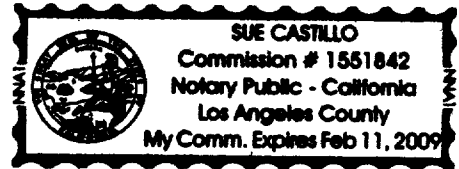
On April 8, 2008 before me, Sue Castillo, Notary Public
(insert name and title of the officer)

personally appeared Chad Andrew Lamprey
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 Sue Castillo (Seal)



Bond No. 70447591

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Suncal Precision Concrete, Inc.

as PRINCIPAL, and WESTERN SURETY COMPANY, located at 101 S. Phillips Ave., Sioux Falls, SD 57104-6/03, a corporation, incorporated under the laws of the State of South Dakota admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Two Hundred Thousand and no/100 DOLLARS (\$200,000.00) 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 Annual Contract for Sidewalk Trip Hazard Removal by Zero-Clearance Concrete Cutting Plans & Specifications No. R-6744 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 10th day of March, 2008

SUNCAL PRECISION CONCRETE, INC.

CONTRACTOR/PRINCIPAL

By: [Signature]
Name: CHAD ANDREW LAMPREY
Title: PRESIDENT

By: _____
Name: _____
Title: _____

Approved as to form this 14th day of April, 2008

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

WESTERN SURETY COMPANY

SURETY, admitted in California

By: [Signature]
Name: B. Arp
Title: B. Arp, Asst Sec.
Telephone: 1-800-331-6053

Approved as to sufficiency this 9 day of April, 2008

By: [Signature]
City Manager/City Engineer

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

STATE OF SOUTH DAKOTA }
County of Minnehaha } ss

ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

On this 10th day of March, 2008, before me, a Notary Public in

B. Arp, Ass't Sec.

and for said County, personally appeared _____
personally known to me, who being by me duly sworn, did say that he is the aforesaid officer of WESTERN SURETY
COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on
behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the
execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above
written.

My commission expires

J. HEGGEN
My Commission Expires 6-22-2013



Notary Public

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70447591

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint B. Arp

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Suncal Precision Concrete, Inc.

Obligee: City of Long Beach

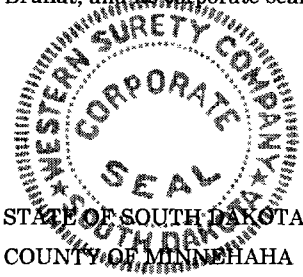
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 10, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 10th day of March, 2008.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 10th day of March, in the year 2008, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



D. Krell
Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 10th day of March, 2008.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Senior Vice President

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On April 8, 2008 before me, Sue Castillo, Notary Public
(insert name and title of the officer)

personally appeared Chad Andrew Lamprey,
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 Sue Castillo (Seal)

