

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

CONTRACT

31890

THIS CONTRACT is made and entered, in duplicate, as of October 13, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 12, 2010, by and between YAKAR, a California corporation ("Contractor"), whose address is 113 E. Arrow Hwy, San Dimas, California 91773, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Termino Avenue Green Belt Restoration Project in the City of Long Beach, California," dated September 16, 2010, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans No. B-4505 and Project Specifications No. R-6840;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans No. B-4505 and Project Specifications No. R-6840 for Termino Avenue Green Belt Restoration Project in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

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

1 work identified in Contractor's "Bid for Termino Avenue Green Belt Restoration
2 Project in the City of Long Beach, California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. R-6840 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Project Plans No. B-4505 for this work; the California Code of
12 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
13 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
15 Contract and all documents attached hereto or referenced herein including but not
16 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
17 Proceed; Notice of Completion; any addenda or change orders issued in
18 accordance with the Standard Specifications; any permits required and issued for
19 the work; approved final design drawings and documents; and the Information
20 Sheet. These Contract Documents are incorporated herein by the above
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
23 if any conflict or inconsistency exists or develops among or between Contract
24 Documents, the following priority shall govern: 1) Permit(s) from other public
25 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
26 hereto); 4) Addenda (which shall include written clarifications, corrections and
27 changes to the bid documents and other types of written notices issued prior to bid
28 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the

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

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written "Notice to Proceed" from City and shall complete all work
6 within one hundred eighty (180) working days thereafter, subject to strikes, lockouts and
7 events beyond the control of Contractor. Time is of the essence hereunder. City will
8 suffer damage if the work is not completed within the time stated, but those damages
9 would be difficult or impractical to determine. So, Contractor shall pay to City, as
10 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determination of the City Engineer shall be final.

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

9 13. NOTICES.

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

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

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

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

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

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

10 19. TAXES AND TAX REPORTING.

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

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

28 C. Contractor shall create and operate a buying company, as

1 defined in State of California Board of Equalization Regulation 1699, subpart (h),
2 in City if Contractor will purchase over \$10,000 in tangible personal property
3 subject to California sales and use tax.

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract
27 is made with federal, state or county funds and a condition to the use of those funds by
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,
2 extract information from, and copy all books, records, accounts and other information
3 relating to this Contract.

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

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

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

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

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

28 27. INTEGRATION. This Contract, including the Contract Documents

1 identified in Section 3 hereof, constitutes the entire understanding between the parties
2 and supersedes all other agreements, oral or written, with respect to the subject matter
3 herein.

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

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

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

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

24 "During the performance of a Contract with the City of Long Beach,
25 the Contractor will provide equal benefits to employees with spouses and its
26 employees with domestic partners. Additional information about the City of
27 Long Beach's Equal Benefits Ordinance may be obtained from the City of
28 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

27 ///
28 ///

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

3 YAKAR, a California corporation

4 10/13/10, 2010

5 By [Signature]
6 Marciana Amer President
7 Type or Print Name

8 10/13/10, 2010

9 By [Signature]
10 Marciana Amer Secretary
11 Type or Print Name

12 "Contractor"

13 CITY OF LONG BEACH, a municipal
14 corporation Assistant City Manager

15 11.12, 2010

16 By [Signature]
17 [Signature] City Manager
18 EXECUTED PURSUANT
19 SECTION 301 OF
20 THE CITY CHARTER.

21 "City"

22 This Contract is approved as to form on 11/1
23 2010.

24 ROBERT E. SHANNON, City Attorney
25 By [Signature]
26 Deputy
27
28

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

EXHIBIT A

EXHIBIT "A"

The bid form submitted by the Contractor contained computation errors. The Contractor's bid form stated an incorrect TOTAL BASE BID of \$144,851.85, and an incorrect TOTAL AMOUNT BID of \$149,713.85.

The Contractor's bid, attached hereto, has been modified to correct such computation errors, and now states TOTAL BASE BID of \$157,002.00, and TOTAL AMOUNT BID of \$161,864.00.

BIDDER'S NAME: YAKAR

**BID TO THE CITY OF LONG BEACH
TERMINO AVE. GREEN BELT RESTORATION PROJECT**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on *September 16, 2010 at 11:00 a.m.*, we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6840 at the prices listed below.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	6" Soil Removal	19,161	SF	1	19161
2.	6' Tall, 7' Wide Windrows with Geotextile	950	LF	1	950
3.	Topsoil Replacement	19,161	SF	1	19161
4.	Boxing, Storing On Site, and Replanting Trees	22	EA	750	16500
5.	Maintenance of all Trees on-Site for 1 Month (Quantity is number of months)	4	EA	250	1000
6.	Transplanting and Replanting 31 Shrubs	1	LS	1500	1500
7.	Maintenance of all Shrubs on Site for 1 Month (Quantity is number of months)	4	EA	250	1000
8.	Fine Grading	57,500	SF	0.24	13800
9.	7' Wide Wood Chip Path	51	CY	45	2295
10.	12' Clear Opening-Chain Link Double Gates	8	EA	1650	13200
11.	Temporary 6' CLF for a 1 year period.	1,130	LF	6	6780
12.	Trimming 11 Existing Trees and Shrubs	1	LS	1000	1000
13.	Planting New 1 Gal Shrubs	112	EA	20	2240
14.	Irrigation System	57,500	SF	0.75	43125
15.	Wood Mulch @Pit Areas	355	CY	38	13490
16.	90-day Maintenance for New Plants	1	LS	1800	1800

TOTAL BASE BID _____

~~144,881.85~~
157,002.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
BID ALTERNATE 1					
17.	New Shrubs	221	EA	22	4862
TOTAL ALTERNATE BID ITEM 1					<u>94862</u>

BID SUMMARY	
ITEM DESCRIPTION	ITEM TOTAL (IN FIGURES)
TOTAL BASE BID	144,851.85 157,002.00
TOTAL BID ALTERNATE 1	4862
TOTAL AMOUNT BID	149,713.85 161,864.00

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

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

City Vendor list

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:

YAKAR

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

Makana Amer

Title:

President

Date:

10/13/10

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: 2010010142547Z
- B. Name of Insurer (NOT Broker): Appalachian Underwriters Inc
- C. Address of Insurer: P.O. Box 800 Oak Ridge TN 37861-0800
- D. Telephone Number of Insurer: 888-376-9633

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): _____
- B. Automobile Liability Insurance Policy Number: 014AU00896
- C. Name of Insurer (NOT Broker): Sparta Insurance Company
- D. Address of Insurer: 185 Asylum St Cityplace II Hartford CT 06103
- E. Telephone Number of Insurer: 916-630-8643

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: 4

5) Estimated total wages to be paid those workers: \$45,000

6) Dates (or schedule) when those wages will be paid: Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

YAKAR

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).

Name And Address Of Subcontractor

Classification Or Type Of Work

Name _____

Address _____ Dollar amount of contract \$ _____

City _____ DBE / MBE / WBE / Racial Origin _____
(Circle one)

Phone no. _____ License No. _____

Name _____

Address _____ Dollar amount of contract \$ _____

City _____ DBE / MBE / WBE / Racial Origin _____
(Circle one)

Phone no. _____ License No. _____

Name _____

Address _____ Dollar amount of contract \$ _____

City _____ DBE / MBE / WBE / Racial Origin _____
(Circle one)

Phone no. _____ License No. _____

Name _____

Address _____ Dollar amount of contract \$ _____

City _____ DBE / MBE / WBE / Racial Origin _____
(Circle one)

Phone no. _____ License No. _____

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, YAKAR, a California corporation, as PRINCIPAL, and First National Insurance Company of America, located at 1001 Fourth Ave, Safeco Plaza, Seattle, WA 98154, a corporation, incorporated under the laws of the State of Washington, 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 HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$161,864.00), 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 Termino Avenue Green Belt Restoration Project 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 19th day of October, 2010.

YAKAR
Contractor
By: [Signature]
Name: Makana Amer
Title: President
By: _____
Name: _____
Title: _____

First National Insurance Company of America
SURETY, admitted in California
By: [Signature]
Name: Stephanie Pham
Title: Attorney-in-Fact
Telephone: (206) 545-5000

Approved as to form this 1st day of November, 2010.

Approved as to sufficiency this 26 day of October, 2010.

ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 10-21-2010 before me, HARSH NAYYAR (NOTARY PUBLIC)
(Here insert name and title of the officer)

personally appeared MAKANA AMER

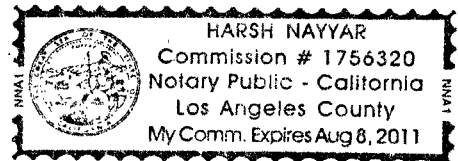
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Harsh Nayyar
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER

PRESIDENT
TITLE(S)

- PARTNER(S) LIMITED
 ATTORNEY-IN-FACT GENERAL
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIF. DRIVER LICENSE

DESCRIPTION OF ATTACHED DOCUMENT

BOND FOR FAITHFUL PERFORMANCE
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10-19-2010
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

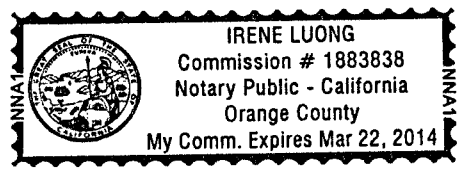
On 10/19/10 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephanie Pham
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 *Irene Luong*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

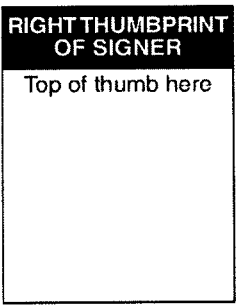
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

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

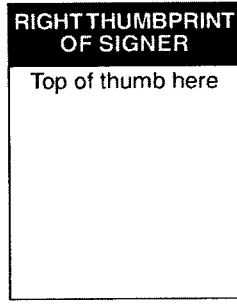
Signer Is Representing:



Signer's Name: _____

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

Signer Is Representing:



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

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **SHAWN BLUME, ERIC LOWEY, MARK RICHARDSON, STEPHANIE PHAM, ALL OF THE CITY OF COSTA MESA, STATE OF CALIFORNIA**.....

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of June, 2010.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

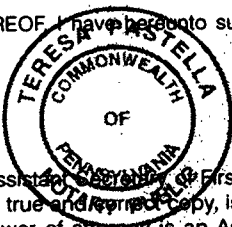


By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of October, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

LABOR AND MATERIAL BOND

Bond No. 6722107
Premium listed on Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, YAKAR, a California corporation, as PRINCIPAL, and First National Insurance Company of America, located at 1001 Fourth Ave, Safeco Plaza, Seattle, WA 98154, a corporation, incorporated under the laws of the State of Washington, 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 HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$161,864.00), 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 Termino Avenue Green Belt Restoration Project is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of October, 2010.

YAKAR

Contractor
By: _____
Name: Marciana Amur
Title: President
By: _____
Name: _____
Title: _____

First National Insurance Company of America

SURETY, admitted in California
By: _____
Name: Stephanie Pham
Title: Attorney-in-Fact
Telephone: (206) 546-5000

Approved as to form this 1st day of November, 2010.

ROBERT E. SHANNON, City Attorney
By: _____
Deputy City Attorney

Approved as to sufficiency this 26 day of October, 2010.

By: _____
City ~~Manager~~ City Engineer

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 10-21-2010 before me, HARSH NAYYAR (NOTARY PUBLIC)
(Here insert name and title of the officer)

personally appeared MAKANA AMER

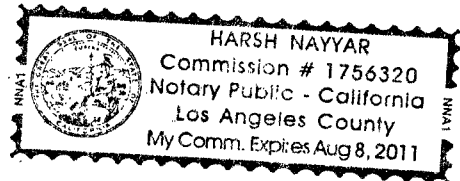
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

Harsh Nayyar
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
 CORPORATE OFFICER

PRESIDENT
TITLE(S)

- PARTNER(S) LIMITED
 GENERAL

- ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN/CONSERVATOR
 OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIF. DRIVER LICENSE

DESCRIPTION OF ATTACHED DOCUMENT

BOND FOR FAITHFUL PERFORMANCE
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

10-19-2010
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 10/19/10 before me, Irene Luong, Notary Public
Date Here Insert Name and Title of the Officer

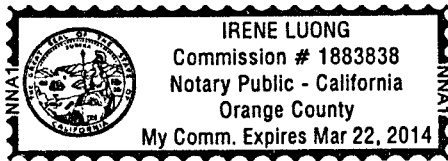
personally appeared Stephanie Pham
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

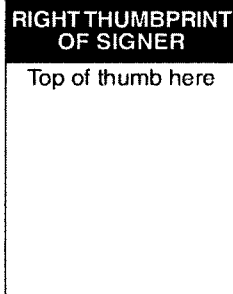
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Stephanie Pham

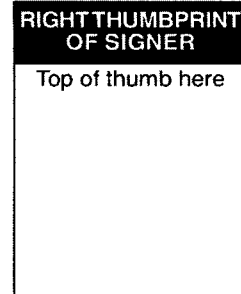
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

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



Signer Is Representing:

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

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
SEATTLE, WASHINGTON
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America (the "Company"), a Washington stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint. **SHAWN BLUME, ERIC LOWEY, MARK RICHARDSON, STÉPHANIE PHAM, ALL OF THE CITY OF COSTA MESA, STATE OF CALIFORNIA**

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100***** DOLLARS (\$ 50,000,000.00*****)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

ARTICLE IV - Execution of Contracts: Section 12. Surety Bonds and Undertakings.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitations as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article IV, Section 12 of the By-laws, Garnet W. Elliott, Assistant Secretary of First National Insurance Company of America, is authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of First National Insurance Company of America has been affixed thereto in Plymouth Meeting, Pennsylvania this 17th day of June, 2010.



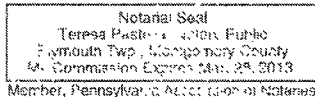
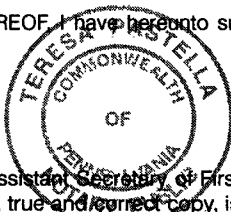
FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of June, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of First National Insurance Company of America; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of First National Insurance Company of America thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of First National Insurance Company of America, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article IV, Section 12 of the By-laws of First National Insurance Company of America.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of First National Insurance Company of America at a meeting duly called and held on the 18th day of September, 2009.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 19th day of October, 2010.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.