

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

CONTRACT

**31977**

THIS CONTRACT is made and entered, in duplicate, as of January 5, 2011 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 January 4, 2011, by and between ELITE BOBCAT SERVICE, INC., a California corporation ("Contractor"), whose address is 1320 E. 6<sup>th</sup> Street, #100, Corona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Annual Contract for Concrete Repairs and Related Improvements in the City of Long Beach, California," dated December 1, 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. NONE and Project Specifications No. R-6866;

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. NONE and Project Specifications No. R-6866 for the Annual Contract for Concrete Repairs and Related Improvements 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 the Annual Contract for Concrete Repairs  
2 and Related Improvements in the City of Long Beach, California," attached hereto  
3 as Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,  
9 Project Specifications No. R-6866 (which may include by reference the Standard  
10 Specifications for Public Works Construction, latest edition, and any supplements  
11 thereto, collectively the "Standard Specifications"); the City of Long Beach  
12 Standard Plans; Project Plans No. NONE for this work; the California Code of  
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage  
14 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
16 Contract and all documents attached hereto or referenced herein including but not  
17 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
18 Proceed; Notice of Completion; any addenda or change orders issued in  
19 accordance with the Standard Specifications; any permits required and issued for  
20 the work; approved final design drawings and documents; and the Information  
21 Sheet. These Contract Documents are incorporated herein by the above  
22 reference and form a part of this Contract.

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

1 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the  
2 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in  
3 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
4 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. The term of this Agreement shall  
6 commence at midnight on January 1, 2011, and shall terminate at 11:59 p.m. on  
7 December 31, 2011, unless sooner terminated as provided in this Contract, or unless the  
8 services or the Project is completed sooner.

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

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

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

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

1 connected with the performance of the work.

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

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

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

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

19 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

28 B. If Contractor is prevented, in any manner, from strict

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

7 13. NOTICES.

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

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

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

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

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1 will be held directly responsible to Contractor.

2 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

8 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

27 21. AUDIT. If payment of any part of the consideration for this Contract  
28 is made with federal, state or county funds and a condition to the use of those funds by



1 City is a requirement that City render an accounting or otherwise account for said funds,  
2 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
3 extract information from, and copy all books, records, accounts and other information  
4 relating to this Contract.

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

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

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

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

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

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

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

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

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

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

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

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

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333 West Ocean Boulevard, 11th Floor  
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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.

ELITE BOBCAT SERVICE, INC., a California corporation

December 23, 2010

By [Signature]  
President

Joseph A. Nanci  
Type or Print Name

December 23, 2010

By [Signature]  
Secretary

Joseph A. Nanci  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1.12, 2011

Assistant City Manager

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 1/4, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Deputy

ACKNOWLEDGMENT

State of California  
County of Riverside } ss.

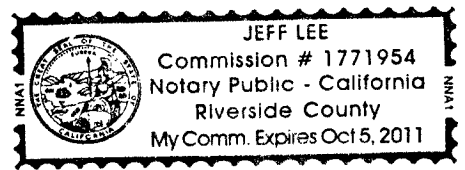
On December 23 2010 before me, Jeff Lee  
Notary Public, personally appeared Joseph Nanni

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.

Jeff Lee  
Signature

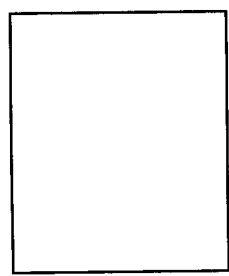


(seal)

OPTIONAL INFORMATION

Date of Document 12/23/10  
Type or Title of Document Contract  
Number of Pages in Document 12  
Document in a Foreign Language NO

Thumbprint of Signer



Type of Satisfactory Evidence:  
 Personally Known with Paper Identification  
 Paper Identification  
 Credible Witness(es)

Capacity of Signer:  
 Trustee  
 Power of Attorney  
 CEO / CFO / COO  
 President / Vice-President / Secretary / Treasurer  
 Other: \_\_\_\_\_

Check here if no thumbprint or fingerprint is available.

Other Information: \_\_\_\_\_

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Elite Bobcat Service, Inc.

**BID TO THE CITY OF LONG BEACH  
ANNUAL CONTRACT FOR CONCRETE REPAIRS AND RELATED  
IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 1, 2010, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6866 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Remove Concrete Improvements and Backfill with Topsoil	2,000	SF	2.50	5000.00
2.	Remove and Replace Asphalt Concrete Pavement	200	SF	5.25	1050.00
3.	Stump Removal up to 24" Diameter Trunk	10	Ea	155.00	1550.00
4.	Stump Removal 25" to 36" Diameter Trunk	10	Ea	320.00	3200.00
5.	Tree Removal up to 24" Diameter Trunk	20	Ea	770.00	15,400.00
6.	Tree Removal up to 25" to 36" Diameter Trunk	20	Ea	1500.00	30,000.00
7.	Shave Roots at Curb	5,000	LF	6.25	31,250.00
8.	Shave Roots at Sidewalk	10,000	LF	6.25	62,500.00
9.	Tree Pruning	1,500	Ea	200.00	300,000.00
10.	Unclassified Excavation	100	CY	55.00	5500.00
11.	Adjust City Manhole Frame & Cover	10	Ea	300.00	3000.00
12.	Adjust L.A.C.S.D. Manhole Frame & Cover	10	Ea	300.00	3000.00
13.	Manhole Step	5	Ea	105.00	525.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14.	Adjust Water Gate Box & Cover	25	Ea	200.00	5,000.00
15.	Reconstruct Water Gate Box & Cover	25	Ea	400.00	10,000.00
16.	Adjust Gas Valve Box & Cover	25	Ea	230.00	5,750.00
17.	Replace Street Light Pull Box	30	Ea	420.00	12,600.00
18.	Replace Traffic Signal Pull Box	20	Ea	550.00	11,000.00
19.	Survey Monument Type C with Casting & Cover	5	Ea	770.00	3,850.00
20.	Install Survey Monument Casting & Cover	5	Ea	770.00	3,850.00
21.	Adjust Survey Monument Casting & Cover	5	Ea	300.00	1,500.00
22.	Survey Bench Mark, Type 1	25	Ea	650.00	16,250.00
23.	Install Spike & Washer and/or ties	20	Ea	250.00	5,000.00
24.	Curb Drain	30	Ea	150.00	4,500.00
25.	PCC Curb, GB Type A1	5,000	LF	<del>14.60</del> 8.00	<del>73,000.00</del> 40,000.00
26.	PCC Curb, GB Type A1, Integral	1,000	LF	<del>15.00</del> 17.00	<del>15,000.00</del> 17,000.00
27.	PCC Curb & Gutter, GB Type A2, W=1.5'	10,000	LF	<del>27.50</del> 27.50	<del>275,000.00</del> 275,000.00
28.	PCC Curb & Gutter, GB Type A2, W=2.0'	500	LF	29.25	14,625.00
29.	PCC Curb & Gutter, GB Type A2, W=7'	500	LF	55.00	27,500.00
30.	PCC Sidewalk, 3" Thick	300,000	SF	4.25	1,275,000.00
31.	Flexible Sidewalk Joint	500	LF	11.75	5,875.00
32.	Concrete Joints	500	LF	1.20	600.00
33.	Curb Ramp Detectable Warning Surface	1,200	SF	32.00	38,400.00
34.	PCC Driveway Apron, 4" Thick	100,000	SF	4.85	485,000.00
35.	PCC Driveway Apron, 6" Thick	5,000	SF	7.25	36,250.00
36.	PCC Pavement, 6" Thick	25,000	SF	6.90	172,500.00



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
37.	PCC Bus Stop Street Pad, 10" Thick	8,000	SF	11.00	88,000.00
38.	PCC Cross Gutter, 8" Thick	5,000	SF	10.50	52,500.00
39.	(S) Stamped Concrete, 4" Thick	5,000	SF	7.25	36,250.00
40.	Crushed Miscellaneous Base, 6" Thick Under PCC Improvements	20,000	SF	2.00 <del>2.25</del>	40,000.00 <del>45,000.00</del>
41.	Asphalt Concrete Pavement	200	SF	9.00	1800.00
42.	Curb Painting	2,000	LF	1.00	2000.00
43.	(S) Loop Detectors	20	Ea	285.00	5700.00

TOTAL AMOUNT BID 3,195,275.00

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.

The following information will be used for statistical analysis only.

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

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

City of Long Beach Website

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(Continued on Next Page)

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:

Elite Bobcat Service, Inc

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



Title: Joseph Nanci  
President

Date: December 23, 2010

EXHIBIT "B"

# INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: BB1081560
- B. Name of Insurer (NOT Broker): Sea Bright Insurance Company
- C. Address of Insurer: 681 S. Parker St, Ste 200, Orange, CA 92868
- D. Telephone Number of Insurer: (951) 776-9603

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

- A. VIN (Vehicle Identification Number): Various
- B. Automobile Liability Insurance Policy Number: CM009164
- C. Name of Insurer (NOT Broker): Unigard Insurance Company
- D. Address of Insurer: P.O. Box 90701, Bellevue, WA 98009
- E. Telephone Number of Insurer: (800) 777-1757

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: 50

5) Estimated total wages to be paid those workers: UNKNOWN

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: 4

8) Taxpayer's Identification Number: 

# EXHIBIT “D”

List of Subcontractors:

### LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor 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 one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name CALIF. PROFESSIONAL <sup>ENG</sup> Type of Work ELECTRICAL  
Address 917 O'HARBEN AVE  
City ROSLAND HTS 91248 Dollar Value of Subcontract \$ 22000.<sup>00</sup>  
Phone No. 626-810-1338  
License No. 293907 C10

Name EB'S UTILITIES, Adj Type of Work Adj Utilities  
Address 1330 E. 6<sup>th</sup> ST.  
City CORONA 92879 Dollar Value of Subcontract \$ 43000.00  
Phone No. 951-279-6869  
License No. 932798 A

Name TREESMITH ENTERPRISES Type of Work Tree Removal, Pruning  
Address 1551 N. MILLER SHAVING  
City ANAHEIM, CA. 92806 Dollar Value of Subcontract \$ 431,000.<sup>00</sup>  
Phone No. 714 996-6037  
License No. 802705 C27

Name CASELAND Surveying Type of Work Survey  
Address 644 N. ECKHOFF ST.  
City ORANGE CA. 92867 Dollar Value of Subcontract \$ 35,000.<sup>00</sup>  
Phone No. 714 628-8948  
License No. LS 5411

Name JC'S STAINING Type of Work Paint Carb Red  
Address 1544 S. VINEYARD  
City ONTARIO, 90670 Dollar Value of Subcontract \$ 2100.<sup>00</sup>  
Phone No. 909-947-8073  
License No. 538211

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ELITE BOBCAT SERVICE, INC., a California corporation, as PRINCIPAL, and SURETEC INSURANCE COMPANY, located at 3033 5TH AVE. #300, SAN DIEGO, CA; a corporation, incorporated under the laws of the State of TEXAS, 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 THREE MILLION ONE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$3,195,275), 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 Concrete Repairs and Related Improvements 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 5TH day of JANUARY, 2011.

ELITE BOBCAT SERVICE, INC.

Contractor

By: [Signature]

Name: Joseph A. Nanci

Title: President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this 4th day of January, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy City Attorney

SURETEC INSURANCE COMPANY

SURETY, admitted in California

By: [Signature]

Name: CHARLES L. FLAKE

Title: ATTORNEY-IN-FACT

Telephone: (619) 400-4100

Approved as to sufficiency this 27th day of December, 2010.

By: [Signature]  
[Title] 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 ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

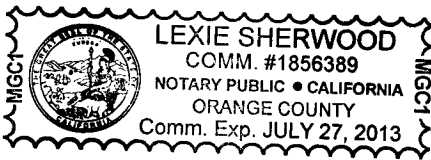
On 1-5-11  
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Charles L. Flake

Name(s) of Signer(s)



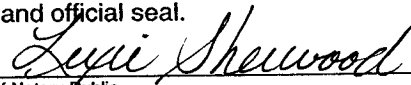
Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature



Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

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

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

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

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

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Charles L. Flake, David L. Culbertson, Richard A. Coon

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

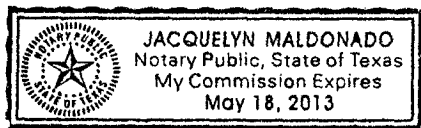
SURETEC INSURANCE COMPANY

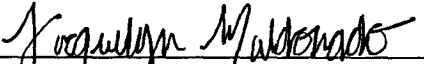
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

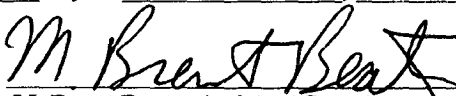
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5TH day of JANUARY, 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



ACKNOWLEDGMENT

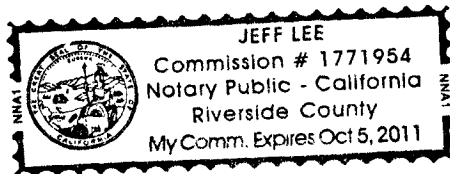
State of California
County of Riverside } ss.

On January 5, 2011 before me, Jeff Lee
Notary Public, personally appeared Joseph Nanci

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 [Handwritten Signature]

(seal)

OPTIONAL INFORMATION

Date of Document 1/5/2011 Thumbprint of Signer

Type or Title of Document Bond for Faithful Air Termination

Number of Pages in Document 1

Document in a Foreign Language NO

- Type of Satisfactory Evidence:
[checked] Personally Known with Paper Identification
[checked] Paper Identification
[ ] Credible Witness(es)

- Capacity of Signer:
[ ] Trustee
[ ] Power of Attorney
[ ] CEO / CFO / COO
[checked] President / Vice-President / Secretary / Treasurer
[ ] Other:

[X] Check here if no thumbprint or fingerprint is available.

Other Information:

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ELITE BOBCAT SERVICE, INC., a California corporation, as PRINCIPAL, and SURETEC INSURANCE COMPANY, located at 3033 5TH AVE. #300, SAN DIEGO, CA 92103, a corporation, incorporated under the laws of the State of TEXAS, 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 THREE MILLION ONE HUNDRED NINETY FIVE THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS (\$3,195,275), 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 Concrete Repairs and Related Improvements 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 5TH day of JANUARY, 2011.

ELITE BOBCAT SERVICE, INC.

Contractor

SURETEC INSURANCE COMPANY

SURETY admitted in California

By: [Signature]

By: [Signature]

Name: Joseph A. Nance

Name: CHARLES L. FLAKE

Title: President

Title: ATTORNEY-IN-FACT

By: \_\_\_\_\_

Telephone: (619) 400-4100

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form this 4th day of January, 2011.

Approved as to sufficiency this 27th day of December, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]

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 ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 1-5-11 before me, Lexie Sherwood, Notary Public  
Date Here Insert Name and Title of the Officer

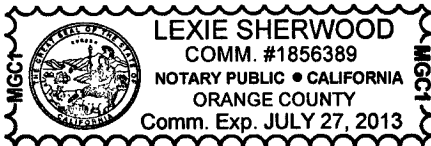
personally appeared Charles L. Flake  
Name(s) of Signer(s)

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 Lexie Sherwood  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

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

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Charles L. Flake, David L. Culbertson, Richard A. Coon

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 10/31/2012 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

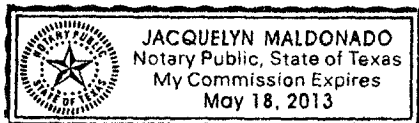
SURETEC INSURANCE COMPANY

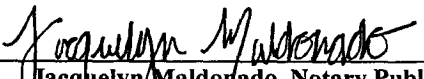
By:   
John Knox Jr., President

State of Texas                      ss:  
County of Harris



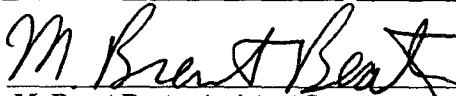
On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 5<sup>TH</sup> day of JANUARY, 2011, A.D.

  
M. Brent Beaty, Assistant Secretary

**Any instrument issued in excess of the penalty stated above is totally void and without any validity.**  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

ACKNOWLEDGMENT

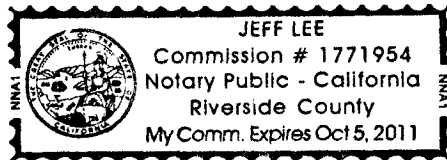
State of California
County of RIVERSIDE } ss.

On January 5, 2011 before me, Jeff Lee
Notary Public, personally appeared Joseph Nnani

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.



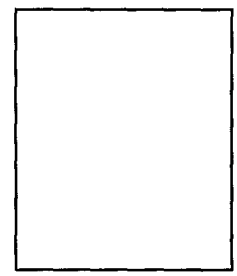
Signature [Handwritten Signature]

(seal)

OPTIONAL INFORMATION

Date of Document 1/5/2011
Type or Title of Document Labor & Material Bond
Number of Pages in Document 1
Document in a Foreign Language NO

Thumbprint of Signer



Type of Satisfactory Evidence:
[X] Personally Known with Paper Identification
[X] Paper Identification
Credible Witness(es)

Capacity of Signer:
Trustee
Power of Attorney
CEO / CFO / COO
[X] President / Vice-President / Secretary / Treasurer
Other:

[X] Check here if
no thumbprint
or fingerprint
is available.

Other Information:

MINUTES OF MEETING OF THE BOARD OF DIRECTORS  
TAKEN BY UNANIMOUS WRITTEN CONSENT OF  
ELITE BOBCAT SERVICES, INC.

A California Corporation

The undersigned, all being directors of Elite Bobcat Services, Inc. a California Corporation, acting in accordance with the bylaws of the corporation and taking said action without a formal meeting to hereby adopt the following resolutions:

BE IT THEREFORE RESOLVED that 1) Joseph Nanci, President, 2) Thomas Nanci, Controller and 3) Hugh Lee, Chief Estimator is hereby authorized to execute contracts and other legal instruments and to bind said corporation accordingly as is appropriate.

BE IT THEREFORE RESOLVED further that the signature of either of the above three individuals, acting alone, and/or executing contracts alone, will bind the above corporation. Third parties may rely upon said individual signatures without the need for any other officer or board of director's signature on said contract(s) or other legal instruments.

BE IT FURTHER RESOLVED THAT until revoked by the board of directors, that this UWC shall be binding upon the corporation and that this UWC shall be inserted into the corporate records of the above corporation.

IN WITNESS THEREOF, the undersigned, being all of the directors of the corporation, has executed the Consent effective as of this 1<sup>st</sup> day of November, 2005.

Board of Directors:

Dated: 11/1/05

  
\_\_\_\_\_  
Joseph Nanci, Sole Member of the Board of  
Directors

UNANIMOUS WRITTEN CONSENT OF THE  
BOARD OF DIRECTORS OF  
ELITE BOBCAT SERVICES, INC.

A California Corporation


The undersigned, all being directors of Elite Bobcat Services, Inc. a California Corporation, do hereby unanimously vote for, consent to and authorize the following action, it being understood that this UWC is in lieu of a regularly notice Board of Directors meeting.

BE IT THEREFORE RESOLVED that 1) Joseph Nanci, President, 2) Thomas Nanci, Controller and 3) Hugh Lee, Chief Estimator is hereby authorized to execute contracts and other legal instruments and to bind said corporation accordingly as is appropriate

BE IT FURTHER RESOLVED THAT until revoked by the board of directors, that this UWC shall be binding upon the corporation and that this UWC shall be inserted into the corporate records of the above corporation.

Board of Directors:

Dated: 11/1/05

  
\_\_\_\_\_  
Joseph Nanci, Sole Member of the Board of  
Directors