

CONTRACT

**30675**

THIS CONTRACT is made and entered, in duplicate, as of May 6, 2008, 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 May 20, 2008, by and between SILVIA CONSTRUCTION, INC., a California corporation, whose address is 9007 Center Avenue, Rancho Cucamonga, California 91730 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of Bellflower Boulevard Between Spring Street and Wardlow Road in the City of Long Beach, California," dated April 9, 2008, 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 Plans & Specifications No. R-6673;

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 "Plans & Specifications No. R-6673 for the Improvement of Bellflower Boulevard Between Spring Street and Wardlow Road 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 work identified in Contractor's "Bid for the Improvement of Bellflower Boulevard

1 Between Spring Street and Wardlow Road in the City of Long Beach, California,"  
2 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 Plans & Specifications No. R-6673 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; Plans and Drawings No. C-5636 for this work; the California Code  
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing  
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long  
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;  
15 this Contract and all documents attached hereto or referenced herein including but  
16 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
17 Proceed; Notice of Completion; any addenda or change orders issued in  
18 accordance with the Standard Specifications; any permits required and issued for  
19 the work; approved final design drawings and documents; and the Information  
20 Sheet. These Contract Documents are incorporated herein by the above  
21 reference and form a part of this Contract.

22 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
23 if any conflict or inconsistency exists or develops among or between Contract  
24 Documents, the following priority shall govern: 1) Change Orders; 2) this Contract;  
25 3) Permit(s) from other public agencies; 4) Plans & Specifications No. R-6673; 5)  
26 Addenda; 6) Plans and Drawings No. C-5636; 7) the City of Long Beach Standard  
27 Plans; 8) Standard Specifications; 9) other reference specifications; 10) other  
28 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1           4.     TIME FOR CONTRACT. Contractor shall commence work on a date  
2 to be specified in a written "Notice to Proceed" from City and shall complete all work  
3 within thirty (30) working days thereafter, subject to strikes, lockouts and events beyond  
4 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
5 the work is not completed within the time stated, but those damages would be difficult or  
6 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
7 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

6 13. NOTICES.

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

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

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

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

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

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

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

17           19.   TAXES AND TAX REPORTING.

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

24           B.   Contractor shall cooperate with City in all matters relating to  
25 taxation and the collection of taxes, particularly with respect to the self-accrual of  
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
27 materials, equipment, supplies, or other tangible personal property totaling over  
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

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

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

20 D. 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, AIDS, HIV status, handicap or  
13 disability. It is the policy of the City to encourage the participation of Disadvantaged,  
14 Minority and Women-Owned Business Enterprises, and the City encourages Contractor  
15 to use its best efforts to carry out this policy in the award of all subcontracts.

16           30. 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 SILVIA CONSTRUCTION, INC., a  
4 California corporation

5 MAY 06, 2008

By 

6 KURTIS AKABORI, VICE PRESIDENT

Type or Print Name

7 MAY 06, 2008

By 

9 CAROLYN D. PARKER, CO-SECRETARY

Type or Print Name

10 "Contractor"

11 CITY OF LONG BEACH, a municipal  
12 corporation

13 Jan 6, 2008

By  Assistant City Manager

City Manager

14 "City"

15 EXECUTED PURSUANT  
16 TO SECTION 301 OF  
17 THE CITY CHARTER.

18 This Contract is approved as to form on May 27th,

19 2008.

20 ROBERT E. SHANNON, City Attorney

21 By   
22 Deputy

23 OFFICE OF THE CITY ATTORNEY  
24 ROBERT E. SHANNON, City Attorney  
25 333 West Ocean Boulevard, 11th Floor  
26 Long Beach, CA 90802-4664

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**


STATE OF CALIFORNIA

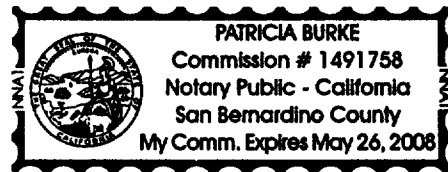
COUNTY OF SAN BERNARDINO

On MAY 06, 2008, before me, PATRICIA BURKE, NOTARY PUBLIC personally appeared KURTIS AKABORI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 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**

LONG BEACH, CONTRACT  
TITLE OR TYPE OF DOCUMENT

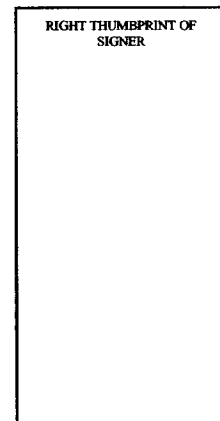
NUMBER OF PAGES: Ten (10)      DATE OF DOCUMENT: MAY 06, 2008

Signer(s) Other Than Named Above: Carolyn D. Parker

**CAPACITY CLAIMED BY SIGNER**

Signer's Name: Kurtis Akabori

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER VICE PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

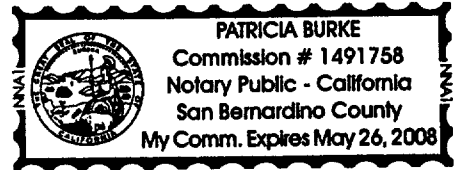
COUNTY OF SAN BERNARDINO

On MAY 06, 2008, before me, PATRICIA BURKE, NOTARY PUBLIC personally appeared CAROLYN D. PARKER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*[Handwritten 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.

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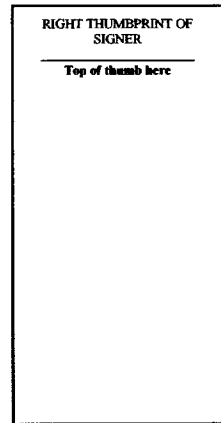
NUMBER OF PAGES Ten (10) DATE OF DOCUMENT May 06, 2008

Signers Other Than Named Above: Kurtis Akabori

**CAPACITY CLAIMED BY SIGNER**

Signer's Name:- CAROLYN D. PARKER

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CO-SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: SILVIA CONSTRUCTION, INC.

**BID FOR THE  
FOR THE IMPROVEMENT OF BELLFLOWER BOULEVARD  
BETWEEN  
SPRING STREET AND WARDLOW ROAD  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled Work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on April 9, 2008 at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6673 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	3	Ea	615.00	1845.00
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	3	Ea	647.00	1970.00
3.	Manhole Step	3	Ea	21.00	63.00
4.	Reconstruct Water Valve Box & Cover	1	Ea	945.00	945.00
5.	Adjust Pull Box	2	Ea	400.00	800.00
6.	Survey Monument Type C with Casting & Cover	1	Ea	315.00	315.00
7.	Adjust Survey Monument Casting & Cover	2	Ea	546.00	1092.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8.	Survey Bench Mark, Type 1	2	Ea	300.00	600.00
9.	Concrete Removal	60	CY	15.00	900.00
10.	Bituminous Pavement Removal	60	CY	15.00	900.00
11.	Unclassified Excavation	250	CY	15.00	3750.00
12.	Root Pruning, 24" Root Barrier	12	LF	30.00	360.00
13.	Tree Pruning	20	Ea	240.00	4800.00
14.	Tree Removal	1	Ea	1700.00	1700.00
15.	Remove Utility Pole	1	Ea	800.00	800.00
16.	Crushed Miscellaneous Base	125	CY	58.40	7300.00
17.	(S) Cold Milling Asphalt Concrete Pavement	13,000	SY	1.14	14,820.00
18.	Asphalt Concrete Pavement	700	Ton	84.55	59,185.00
19.	Asphalt Rubber Pavement	1500	Ton	88.25	132,375.00
20.	P.C.C. Curb, GB Type A1	85	LF	23.30	1980.50

21.	P.C.C. Curb, GB Type A1, Integral	500	LF	30.00	15,000.00
22.	P.C.C. Curb & Gutter, GB Type A2, W=1.5'	120	LF	41.35	4,962.00
23.	P.C.C. Sidewalk, 3" Thick	2,200	SF	4.90	10,780.00
24.	(S) Curb Ramp Detectable Warning Surface	90	SF	40.00	3,600.00
25.	P.C.C. Bus Stop Street Pad 10" Thick	4,000	SF	14.00	56,000.00
26.	(S) Slurry Seal, Type II	90	ELT	395.00	35,550.00
27.	(S) Loop Detectors	27	Ea	200.00	5,400.00
28.	Traffic Signal Interconnect	1	LS	93,500.00	93,500.00
29.	<del>Permanent Roadway Signing</del>	<del>1</del>	<del>LS</del>		
30.	Pavement Markers, Markings and Traffic Striping	1	LS	14,500.00	14,500.00
31.	Temporary Traffic Control Devices	1	LS	7,700.00	7,700.00
TOTAL AMOUNT BID				\$ 483,442.50	




**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:

SILVIA CONSTRUCTION, INC.

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

  
\_\_\_\_\_


Title: VICE PRESIDENT

Date: MAY 06, 2007

**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: 44-24676-06
  - B. Name of Insurer (**NOT** Broker): STATE COMPENSATION INSURANCE FUND
  - C. Address of Insurer: P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807
  - D. Telephone Number of Insurer: (909) 656-8300
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): SEE ATTACHED LIST
  - B. Automobile Liability Insurance Policy Number: ACP7821895282
  - C. Name of Insurer (**NOT** Broker): NATIONWIDE MUTUAL INSURANCE COMPANY
  - D. Address of Insurer: 1100 LOCUST STREET, DEPT 1100, DES MOINES, IA 50391-2000
  - E. Telephone Number of Insurer: 1-800-282-9445
  
- 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: 25
  
- 5) Estimated total wages to be paid those workers: \$67,000.00
  
- 6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_  
WEEKLY (FRIDAYS)  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
NINE (9)
  
- 8) Taxpayer's Identification Number: \_\_\_\_\_  


## EXHIBIT "C"

Vehicle Description	Driver	Lic. Plate #	Vehicle Identification Number
1995 Ford F250	Jason Gouveia	5A98795	
1999 Chevy Silverado	Yard	5Z06388	
2000 Super Cab Ford	Dave Sua	6F53468	
2001 Ford F250 Super Cab	Justin Dooley	6N13300	
2001 Ford F250 Super Cab	Perry Totten	6X49124	
2001 Ford F250 Super Cab	Bob Dawson	6N13299	
2001 Ford F350 Super Duty	Richard Gordon	6N20395	
2001-Ford F350 Sup. Du./Forn	Ken Gordon Jr.	6N20394	
2001 Ford F350 Sup Du/Traffic	Oscar Cuellar	6N20393	
2001 Ford F250 Super Cab	Yard Dog	6P67202	
2001 Ford F-550-Service Truck	Brian Roberts	6P67204	
2001 Ford F250 Super Cab	Oscar Torres	6R36620	
2003 Ford F250	Lee Wentworth	7A53243	
2002 Ford F350	Carlos Piceno	7A53242	
1993-Volvo-Concrete Truck	Carlos Soto	7H62657	
2004-Ford F35/Dbi Cab	Dave Zewe	7M16020	
2005-GMC C4500	Ken Gordon	8C09451	
2006-F250	Chris Evans	8D57022	
2006-F205	Carlos Rodriguez.	8D57023	
2007-F250 SuperCab	Devin Walker	8G68986	
2007-Expedition	Kurtis Akabori	6AXB895	

# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name and Address of Subcontractor

Classification or Type of Work

Name Manhota Adjusting  
 Address \_\_\_\_\_  
 City Pico Rivera  
 Phone No. 323 558 4000

Adjusting Util.  
 Dollar Amount of Contract \$ 500.00  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 398443

Name Orange County  
 Address \_\_\_\_\_  
 City Orange  
 Phone No. 714 271 4550

Shifting  
 Dollar Amount of Contract \$ 3,500.00  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 346095

Name Pavement Coating  
 Address \_\_\_\_\_  
 City Cypress  
 Phone No. 714 626 3011

Slurry  
 Dollar Amount of Contract \$ 26,000.00  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 303609

Name C.T. & F  
 Address \_\_\_\_\_  
 City Fullerton  
 Phone No. 562 927 2331

Electrical  
 Dollar Amount of Contract \$ 93,000.00  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. 182572

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_  
 DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)  
 License No. \_\_\_\_\_

\*\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.

APPENDIX "A"

BOE-400-0P (FRONT) REV 1. (10-01)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

The completed use tax direct payment application, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a use tax direct payment permit and exemption certificate will be mailed to the applicant.

If you would like additional information regarding the use tax direct payment permit or need assistance in completing this application, you can call (916) 324-2883, or write to the Board of Equalization, Public Information and Administration Section, MIC-44, PO Box 942879, Sacramento, CA 94279-0044.



# Use Tax Direct Payment Exemption Certificate

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

\_\_\_\_\_  
(Name of Vendor)

\_\_\_\_\_  
(Address of Vendor)

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

Description of property to be purchased:  
\_\_\_\_\_  
\_\_\_\_\_

Purchaser: \_\_\_\_\_ Date certificate given: \_\_\_\_\_

Signature and Title of Purchaser or Authorized Agent: \_\_\_\_\_

## IMPORTANT NOTICE TO VENDORS

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

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

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

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

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

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

THIS FORM MAY BE REPRODUCED

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

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

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code §405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

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

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<sup>1</sup>All references are to the California Revenue and Taxation Code unless otherwise indicated.

CALIFORNIA STATE BOARD OF EQUALIZATION  
**USE TAX DIRECT PAYMENT PERMIT**



ACCOUNT NUMBER \_\_\_\_\_

**DRAFT**

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

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

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

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

BOE-442-DPLZ (1-98)

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

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Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

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

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

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

EXECUTED IN TWO COUNTERPARTS

BOND FOR FAITHFUL PERFORMANCE

BOND # 7599894  
PREMIUM: \$3,576

KNOW ALL MEN BY THESE PRESENTS: That we, SILVIA CONSTRUCTION, INC., as PRINCIPAL, and \*\*\*  
located at \*\*\* a corporation,  
incorporated under the laws of the State of MARYLAND, 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 FOUR HUNDRED EIGHTY-THREE  
THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS AND FIFTY CENTS (\$483,442.50), 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 Improvement of Bellflower Boulevard Between Spring  
Street and Wardlow Road in the City of Long Beach, California 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 6TH day of MAY, 2008.

SILVIA CONSTRUCTION, INC.  
Contractor

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
SURETY, admitted in California

By: [Signature]  
Name: KURTIS AKABORI

By: [Signature]  
Name: RICHARD A. COON

Title: VICE PRESIDENT

Title: ATTORNEY-IN-FACT

By: [Signature]  
Name: CAROLYN D. PARKER

Telephone: (818) 409-2800

Title: CO-SECRETARY

Approved as to form this 27th day  
of May, 2008.

Approved as to sufficiency this 13 day  
of May, 2008.

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.

\*\* FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
\*\*\* 801 N. BRAND BLVD., SUITE PENTHOUSE, GLENDALE, CA 91203

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

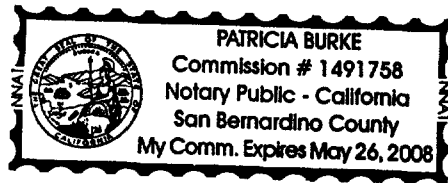
COUNTY OF SAN BERNARDINO

On MAY 06, 2008, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **KURTIS AKABORI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

*[Handwritten 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**

LONG BEACH, PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

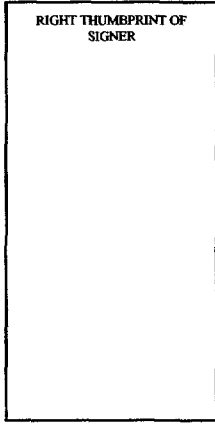
NUMBER OF PAGES: One (1)      DATE OF DOCUMENT: MAY 06, 2008

Signer(s) Other Than Named Above: Carolyn D. Parker and Richard A. Coon

**CAPACITY CLAIMED BY SIGNER**

Signer's Name: Kurtis Akabori

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER VICE PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

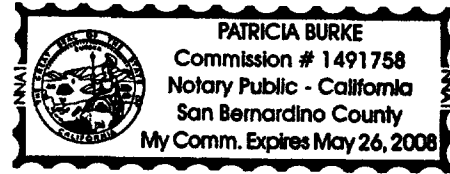
COUNTY OF SAN BERNARDINO

On **MAY 06, 2008**, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **CAROLYN D. PARKER**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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

*[Handwritten 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**

LONG BEACH, PERFORMANCE BOND  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES One (1) DATE OF DOCUMENT May 06, 2008

Signers Other Than Named Above: Kurtis Akabori and Richard A. Coon

**CAPACITY CLAIMED BY SIGNER**

Signer's Name:- CAROLYN D. PARKER

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CO-SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5-6-08

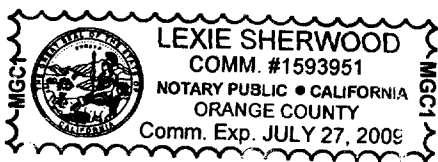
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard A. Coon

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: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

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

Individual

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Attorney in Fact

Trustee

Guardian or Conservator

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~ in the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*                      *William J. Mills*  
Eric D. Barnes      Assistant Secretary      By:      William J. Mills      Vice President

State of Maryland }  
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*  
Constance A. Dunn                      Notary Public  
My Commission Expires: July 14, 2011



**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

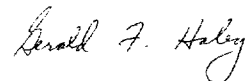
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 6TH day of MAY, 2008.



*Assistant Secretary*

KNOW ALL MEN BY THESE PRESENTS: That we, SILVIA CONSTRUCTION, INC., as PRINCIPAL, and  
 \*\* SILVIA CONSTRUCTION, INC., located at 801 N. BRAND BLVD., PENNHOUSE, GLENDALE, CA 91203, a  
 corporation, incorporated under the laws of the State of MARYLAND, 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 FOUR HUNDRED EIGHTY-THREE  
 THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS AND FIFTY CENTS (\$483,442.50), 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.  
 \*\* FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 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 Improvement of Bellflower Boulevard Between Spring  
 Street and Wardlow Road in the City of Long Beach, California and is required by law and by said City to give  
 this bond in connection with the execution of said contract;

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

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

This Bond shall 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 6TH day of MAY, 2008.

SILVIA CONSTRUCTION, INC.  
 Contractor  
 By: Kurt Akabori  
 Name: KURTIS AKABORI  
 Title: VICE PRESIDENT  
 By: Carolyn D. Parker  
 Name: CAROLYN D. PARKER  
 Title: CO-SECRETARY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 SURETY admitted in California  
 By: Richard A. Coon  
 Name: RICHARD A. COON  
 Title: ATTORNEY-IN-FACT  
 Telephone: (818) 409-2800

Approved as to form this 27th day  
 of May, 2008.

Approved as to sufficiency this 13 day  
 of May, 2008.

ROBERT E. SHANNON, City Attorney

By: Robert E. Shannon  
 Deputy City Attorney

By: Richard A. Coon  
 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

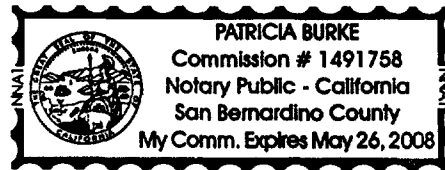
COUNTY OF SAN BERNARDINO

On MAY 06, 2008, before me, **PATRICIA BURKE, NOTARY PUBLIC** personally appeared **KURTIS AKABORI**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

*Patricia Burke*  
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**

LONG BEACH, PAYMENT BOND  
TITLE OR TYPE OF DOCUMENT

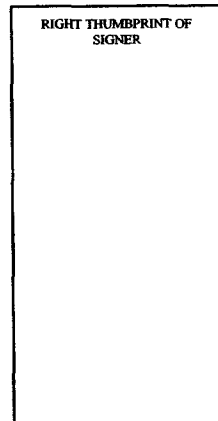
NUMBER OF PAGES: One (1)      DATE OF DOCUMENT: MAY 06, 2008

Signer(s) Other Than Named Above: Carolyn D. Parker and Richard A. Coon

**CAPACITY CLAIMED BY SIGNER**

Signer's Name: Kurtis Akabori

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER VICE PRESIDENT  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

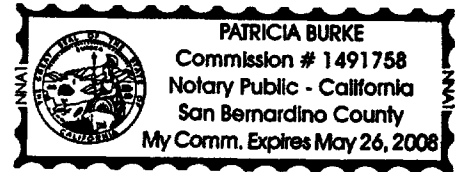
COUNTY OF SAN BERNARDINO

On MAY 06, 2008, before me, PATRICIA BURKE, NOTARY PUBLIC personally appeared CAROLYN D. PARKER, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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



Place Notary Seal Above

**OPTIONAL**

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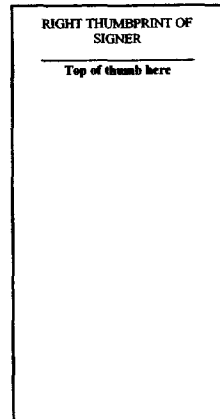
NUMBER OF PAGES One (1) DATE OF DOCUMENT May 06, 2008

Signers Other Than Named Above: Kurtis Akabori and Richard A. Coon

**CAPACITY CLAIMED BY SIGNER**

Signer's Name: CAROLYN D. PARKER

- INDIVIDUAL
- PARTNER
- CORPORATE OFFICER CO-SECRETARY  
TITLE
- ATTORNEY IN FACT
- TRUSTEE
- GUARDIAN OR CONSERVATOR
- Other \_\_\_\_\_



Signer is Representing: SILVIA CONSTRUCTION, INC.  
NAME OF PERSON(S) OR ENTITY(S)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange }

On 5-6-08

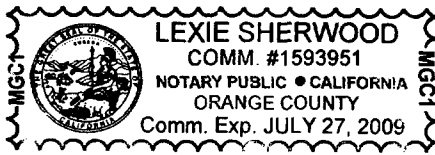
Date

before me, Lexie Sherwood, Notary Public

Here Insert Name and Title of the Officer

personally appeared Richard A. Coon

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

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### 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: \_\_\_\_\_

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: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Richard A. COON, Charles L. FLAKE, David L. CULBERTSON and Lexie SHERWOOD, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.~~ This power of attorney revokes that issued on behalf of Richard A. COON, Charles L. FLAKE, David L. CULBERTSON, Matthew P. FLAKE, Lexie SHERWOOD, dated November 7, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 15th day of November, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes Assistant Secretary

*William J. Mills*

By:

William J. Mills

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 15th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

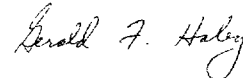
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, 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 6TH day of MAY, 2008.



Assistant Secretary