

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

CONTRACT

**31367**

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THIS CONTRACT is made and entered, in duplicate, as of October 7, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 6, 2009, by and between NOBEST INCORPORATED, a California corporation ("Contractor"), whose address is 7600 Acacia Avenue, Garden Grove, California 92841, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Rehabilitation of California Avenue between Harding Street and Artesia Boulevard in the City of Long Beach, California," published by City, bids were received, publicly opened on August 5, 2009 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-6774;

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-6774 for the Rehabilitation of California Avenue between Harding Street and Artesia Boulevard 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 Rehabilitation of California Avenue

1 between Harding Street and Artesia Boulevard in the City of Long Beach,  
2 California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Plans & Specifications No. R-6774 (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-5764 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-6774; 5)  
26 Addenda; 6) Plans and Drawings No. C-5764; 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 Fifty (50) working/calendar days thereafter, subject to strikes, lockouts and events  
4 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
5 damage if the work is not completed within the time stated, but those damages would be  
6 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
7 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

6 13. NOTICES.

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

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

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

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

1                   16.    CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

7 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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



1 that is not a party to this Contract.

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

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

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

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

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

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

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

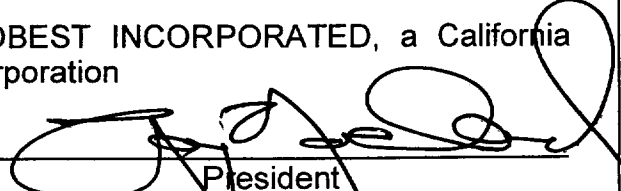
7           30. DEFAULT. Default shall include but not be limited to Contractor's  
8 failure to perform in accordance with the Plans and Specifications, failure to comply with  
9 any Contract Document, failure to pay any penalties, fines or charges assessed against  
10 Contractor by any public agency,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

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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 NOBEST INCORPORATED, a California  
4 corporation

5 9-27, 2009

By   
President

Larry Nodland  
Type or Print Name

7 9-27, 2009

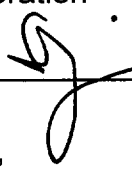
By   
Secretary

Robert Nodland II  
Type or Print Name

10 "Contractor"

11 CITY OF LONG BEACH, a municipal  
12 corporation

13 10.22, 2009

By   
Assistant City Manager

City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

15 "City"

16 This Contract is approved as to form on 10/12,

17 2009.

18 ROBERT E. SHANNON, City Attorney

19 By   
Deputy

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On September 27, 2009 before me, Kay E. Anderson/Notary Public  
(Here insert name and title of the officer)

personally appeared Larry Nodland and Robert Nodland II

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.

Kay E. Anderson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is /are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Nobest Inc.

**BID FOR THE  
REHABILITATION OF CALIFORNIA AVENUE  
BETWEEN HARDING STREET AND ARTESIA BOULEVARD  
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 August 5, 2009, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6774 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	9	Ea	\$300. <sup>00</sup>	\$2,700. <sup>00</sup>
2.	Adjust Water Valve Box & Cover and Meter Box & Cover	20	Ea	\$275. <sup>00</sup>	\$5,500. <sup>00</sup>
3.	Adjust Gas Valve Box & Cover	1	Ea	\$265. <sup>00</sup>	\$265. <sup>00</sup>
4.	Adjust Survey Monument Casting & Cover	1	Ea	\$300. <sup>00</sup>	\$300. <sup>00</sup>
5.	Concrete Removal	303	CY	\$90. <sup>00</sup>	\$27,270. <sup>00</sup>
6.	Bituminous Pavement Removal	269	CY	\$82. <sup>00</sup>	\$22,058. <sup>00</sup>
7.	(S) Cold Milling Asphalt Concrete Pavement	6,876	SY	\$2. <sup>00</sup>	\$13,752. <sup>00</sup>
8.	Unclassified Excavation	267	CY	\$45. <sup>00</sup>	\$12,015. <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Root Pruning	2,016	LF	<del>\$10.00</del> <sup>LN</sup> \$10.00	\$20,160.00
10.	Tree Pruning	114	Ea	\$200.00	\$22,800.00
11.	Crushed Miscellaneous Base	365	CY	\$60.00	\$21,900.00
12.	Asphalt Concrete Pavement	619	Ton	\$92.00	\$56,948.00
13.	Asphalt Rubber Pavement	694	Ton	\$81.00	\$56,214.00
14.	P.C.C. Curb & Gutter, GB Type A2, W = 1.5'	4,520	LF	\$16.00	\$72,320.00
15.	P.C.C. Sidewalk, 3" Thick	8,792	SF	\$3.00	\$26,376.00
16.	(S) Curb Ramp Detectable Warning Surface	144	SF	\$31.00	\$4,464.00
17.	P.C.C. Driveway Apron, 4" Thick	3,066	SF	\$3.00	\$9,198.00
18.	P.C.C. Driveway Apron, 6" Thick	152	SF	\$4.00	\$608.00
19.	P.C.C. Alley Approach, 6" Thick	211	SF	\$4.00	\$844.00
20.	P.C.C. Cross Gutter, 8" Thick	2,582	SF	\$6.00	\$15,492.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
21.	P.C.C. Longitudinal Gutter, 3' Wide	88	SF	\$ 7. <sup>00</sup>	\$ 616. <sup>00</sup>
22.	Permanent Roadway Signing	1	LS	\$ 2,500. <sup>00</sup>	\$ 2,500. <sup>00</sup>
23.	Pavement Markers, Markings and Traffic Striping	1	LS	\$ 1,700. <sup>00</sup>	\$ 1,700. <sup>00</sup>
24.	Temporary Traffic Control Devices	1	LS	\$ 25,000. <sup>00</sup>	\$ 25,000. <sup>00</sup>
TOTAL AMOUNT BID				\$ 421,000. <sup>00</sup>	

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

GREEN SAULT



**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:

**NOBEST INCORPORATED**

---

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

---

Title: **President**

---

Date: **September 27, 2009**

---

**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: DTEUB0782P77109
  - B. Name of Insurer (NOT Broker): Travelers Indemnity Company
  - C. Address of Insurer: 333 City Boulevard West, Suite 1100 Orange, CA 92868
  - D. Telephone Number of Insurer: (714) 660-1200
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Will Vary Please See Attached
  - B. Automobile Liability Insurance Policy Number: CBP9072949
  - C. Name of Insurer (NOT Broker): Peerless Insurance Company
  - D. Address of Insurer: 525 B Street Suite 100 San Diego, CA 92129
  - E. Telephone Number of Insurer: (800) 688-8661
  
- 3) Address of Property used to house workers on this Contract, if any: NONE
  

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- 4) Estimated total number of workers to be employed on this Contract: 25
- 5) Estimated total wages to be paid those workers: APPROX - \$116,000.00
- 6) Dates (or schedule) when those wages will be paid: Weekly Thursday's
  

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

- 7) Estimated total number of independent contractors to be used on this Contract: 3 Contractors
  

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

# EXHIBIT "C"

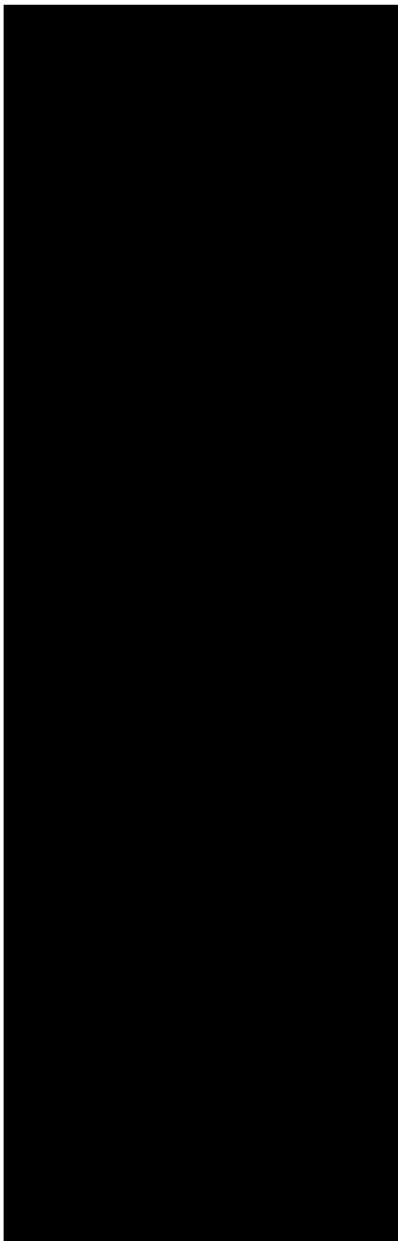
<b>MoYr-#</b>	<b>Description</b>	<b>Year</b>	<b>VIN #</b>
N/A	Chevrolet C2500 PU	1996	
1198-1	Dodge Dakota Pickup	1999	
0999-2	GMC 2500 Longbed PU	2000	
0999-3	Toyota Tacoma Pickup	2000	
0502-2	Toyota Tacoma Pickup	2002	
0502-1	Toyota Tacoma Pickup	2002	
0303-1	F250 XL Pickup	2003	
0303-3	F-250 Pickup W/lift gate	2003	
0205-1	F-250 Pickup	2005	
0205-2	Chevy Pickup	2003	
0505-1	F-250 Pickup	2005	
0505-2	F-250 Pickup (Wheels)	2005	
0207-1	Chevy Avalanche PU	2007	
0307-1	Chevy Silverado PU	2007	
0307-2	Chevy Silverado PU	2007	
1207-3	F-150 Pickup	1994	
0508-1	GMC Sierra PU	2003	
0708-1	Toyota Tundra PU	2008	
0209-1	F-250 Pickup	2005	
N/A	F-700 Plank Truck	1985	
N/A	Chevy C3500 Flatbed	1995	
0303-2	F-550 Flatbed/Water trk	1999	
0900-1	F-450 Diesel Stakebed	1997	

6/8/2009

0305-1	F-550 Trk/Utility Bed	2001
0505-3	F-450 Flatbed Water T.	2001
0405-1	F-650 Plank/Stake Trk.	2004
0505-4	F-650 Plank Truck	2004
0609-1	GMC 3500 Flatbed Trk.	2000
N/A	INTER. DUMP.	1981
N/A	International DT-10-WLR	1986
0402-1	F-750 Bobtail Dump	2000
1207-1	Peterbilt Dump Truck	2008
1208-1	Peterbilt Bobtail Dump	2008
N/A	Trail King Trailer	1987
0396-1	Eclipse Solar Arrowbrd.	1996
0396-2	Eclipse Solar Arrowbrd.	1996
0599-1	Bemis Arrowboard	1999
0100-2	Meco M-35 Flat Saw	2008
0205-3	Big Tex Trailer	2005
1006-1	Sullair Compressor	2006
0907-1	Bemis Arrowboard	2007
0907-2	Bemis Arrowboard	2007
N/A	Zieman Trailer 2347S-A	2008
N/A	Magnum Water Trailer	2008
N/A	Wacker Roller W/B	2004
N/A	Massee Ferguson Skip	1981
N/A	544D JD Loader	1986

6/8/2009

N/A	510C JD Backhoe	1988
N/A	Vermeer Root Cutter	1990
N/A	Bobcat w Breaker	1994
0896-1	410D JD Backhoe	1996
1194-1	510C JD Backhoe	1992
0598-1	Soosan Breaker	1998
0499-1	710D JD Backhoe	1997
0302-1	410G JD Backhoe	2002
0302-2	Soosan Breaker	2002
0802-1	Vermeer Root Cutter	2002
1002-1	710D JD Backhoe	2000
1201-1	Toyota Forklift	1998
0604-1	Dynapac Roller	2001
0307-1	CAT Excavator 313CCR	2003
0208-1	Vermeer Root Cutter & Att	2002
N/A	CAT Backhoe 450 E	2008
N/A	CAT Backhoe 430 E	2008
N/A	SAI Breaker CB 450	2008
1208-1	CAT Backhoe 450 E T.	2008



# EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

The Bidder shall set forth heron, 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 ½ 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 RAY'S TRUCKING

TRUCKING-EXCAVATION

Address PO BOX 6553

Dollar amount of contract \$ 20,000.<sup>00</sup>

City TORRANCE

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(Circle one)

Phone no. 310/538-9891

License No. \_\_\_\_\_

Name Case Land Survey

Survey

Address \_\_\_\_\_

Dollar amount of contract \$ 12,700

City Orange

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(Circle one)

Phone no. (714) 628-8948

License No. L5411

Name Tree Smith

Tree Trimming

Address \_\_\_\_\_

Dollar amount of contract \$ 22,800.<sup>00</sup>

City Anaheim

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(Circle one)

Phone no. (714) 996-6037

License No. 802705

Name Orange County Striping

Striping

Address \_\_\_\_\_

Dollar amount of contract \$ 4,115

City Orange

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(Circle one)

Phone no. (714) 639-4550

License No. 346095

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

APPENDIX "A"



BOE-400-DP (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

## 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.

<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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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.

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\*All references are to the California Revenue and Taxation Code, unless otherwise indicated.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, NOBEST INCORPORATED, as PRINCIPAL, and Contractors Bonding and Insurance Company located at 111 Pacifica No. 350, Irvine, CA 92618, a corporation, incorporated under the laws of the State of Washington, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$421,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

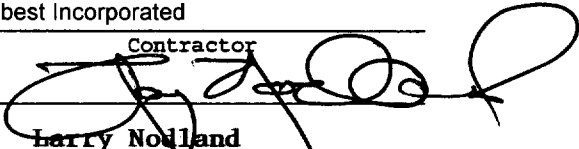
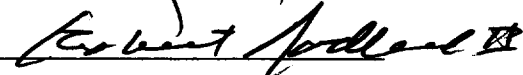
THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

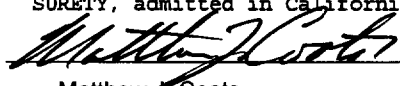
WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Rehabilitation of California Avenue between Harding Street and Artesia Boulevard and is required by said City to give this bond in connection 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.

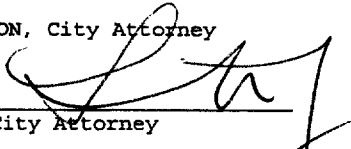
IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 27 day of September, 2009.

Nobest Incorporated  
Contractor  
By:   
Name: Larry Nodland  
Title: President  
By:   
Name: Robert Nodland II  
Title: Secretary

Contractors Bonding and Insurance Company  
SURETY, admitted in California  
By:   
Name: Matthew J. Coats  
Title: Attorney in Fact  
Telephone: 949-341-9110

Approved as to form this 12<sup>th</sup> day of October, 2009.

Approved as to sufficiency this 7 day of October, 2009.

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

By:   
City Engineer

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On September 27, 2009 before me, Kay E. Anderson/Notary Public  
(Here insert name and title of the officer)

personally appeared Larry Nodland and Robert Nodland II

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.

Kay E. Anderson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>  _____ <small>(Title or description of attached document)</small>  _____ <small>(Title or description of attached document continued)</small>  Number of Pages _____ Document Date _____  _____ <small>(Additional information)</small>
--

<b>CAPACITY CLAIMED BY THE SIGNER</b> <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ <small>(Title)</small> <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
--

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

On SEP 27 2009 before me, Adelaide C. Hunter, Notary Public

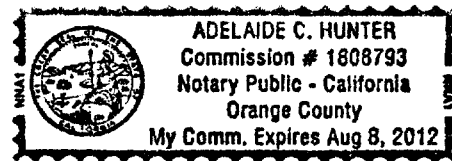
(insert name and title of the officer)

personally appeared Matthew J. Coats,  
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 A. Hunter







# LIMITED POWER OF ATTORNEY

**Not Valid for Bonds**  
**Executed On or After:** MARCH 31ST, 2010

**Power of Attorney**  
**Number:** 174617

**READ CAREFULLY - to be used only with the bond specified herein**

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: **TIMOTHY D. RAPP, MATTHEW J. COATS, DOUGLAS A. RAPP and LINDA D. COATS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

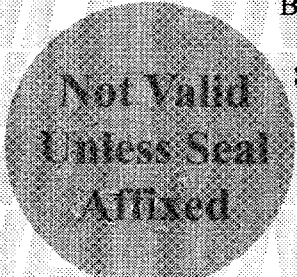
## CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number CF 1489

Signed and sealed this 27th day of September, 2009

  
R. Kirk Eland, Secretary



CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271  
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

# Certificate of Appointment and Resolution of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-Fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CFO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.


RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

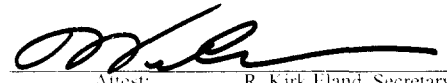
RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself); and such signature and seal when so used shall have the same force and effect as though manually affixed.

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect; that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect; and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 13th day of June, 2007.



Don Sirkin, President



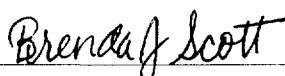
Attest: R. Kirk Eland, Secretary

State of Washington  
County of King

On June 13, 2007 before me, Brenda J. Scott Notary Public, personally appeared Don Sirkin and R. Kirk Eland personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature



Brenda J. Scott, Notary Public

(seal)



LABOR AND MATERIAL BOND

Premium: Included

KNOW ALL MEN BY THESE PRESENTS: That we, **NOBEST INCORPORATED**, as PRINCIPAL, and Contractors Bonding and Insurance Company, located at 111 Pacifica No. 350, Irvine, CA 92618, a corporation, incorporated under the laws of the State of Washington, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of **FOUR HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$421,000.00)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

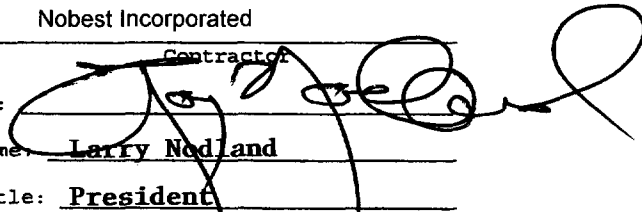
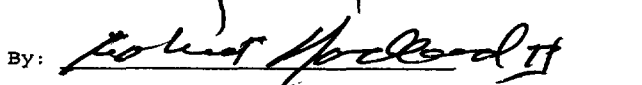
WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Rehabilitation of California Avenue between Harding Street and Artesia Boulevard and is required by law and by said City to give this bond in connection with the execution of said contract;

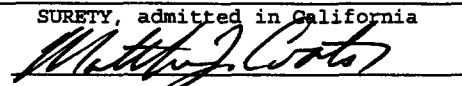
NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of 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.

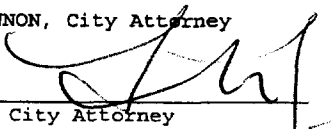
IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 27 day of September, 2009.

Nobest Incorporated  
Contractor  
By:   
Name: Larry Nodland  
Title: President  
By:   
Name: Robert Nodland II  
Title: Secretary

Contractors Bonding and Insurance Company  
SURETY, admitted in California  
By:   
Name: Matthew J. Coats  
Title: Attorney in Fact  
Telephone: 949-341-9110

Approved as to form this 12<sup>th</sup> day of October, 2009.

Approved as to sufficiency this 7 day of October, 2009.

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

By:   
City Manager/City Engineer

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On September 27, 2009 before me, Kay E. Anderson/Notary Public  
(Here insert name and title of the officer)

personally appeared Larry Nodland and Robert Nodland II

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.

*Kay E. Anderson*  
 \_\_\_\_\_  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>  _____ (Title or description of attached document)  _____ (Title or description of attached document continued)  Number of Pages _____ Document Date _____  _____ (Additional information)
---

<b>CAPACITY CLAIMED BY THE SIGNER</b> <input type="checkbox"/> Individual (s) <input type="checkbox"/> Corporate Officer _____ (Title) <input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____
---

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Orange

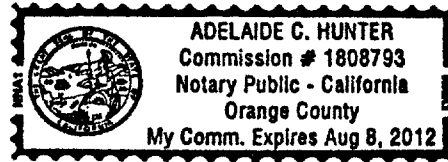
On SEP 27 2009 before me, Adelaide C. Hunter, Notary Public  
(insert name and title of the officer)

personally appeared Matthew J. Coats,  
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 A. Hunter







# LIMITED POWER OF ATTORNEY

**Not Valid for Bonds**

**Power of Attorney**

**Executed On or After: MARCH 31ST, 2010**

**Number: 174620**

**READ CAREFULLY - to be used only with the bond specified herein**

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

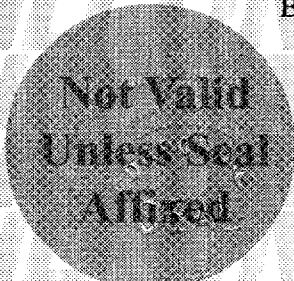
KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: **TIMOTHY D. RAPP, MATTHEW J. COATS, DOUGLAS A. RAPP and LINDA D. COATS** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

## CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number CF 1489

Signed and sealed this 27th day of September, 2009.



R. Kirk Eland, Secretary

**CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271  
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)**

# Certificate of Appointment and Resolution of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-Fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CFO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself); and such signature and seal when so used shall have the same force and effect as though manually affixed.

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect; that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect; and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 13th day of June, 2007.

  
\_\_\_\_\_  
Don Sirkin, President

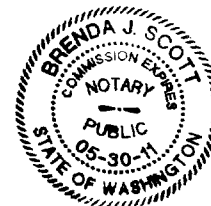
  
\_\_\_\_\_  
Attest: R. Kirk Eland, Secretary

State of Washington  
County of King

On June 13, 2007 before me, Brenda J. Scott Notary Public, personally appeared Don Sirkin and R. Kirk Eland personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature Brenda J. Scott (seal)  
\_\_\_\_\_  
Brenda J. Scott, Notary Public



**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3151  
Fax (916) 653-7621



September 3, 2009

File : 07-LA-0-LBCH  
ESPL-5108(096)  
California Av: Harding St to Artesia  
BI

Mr. Mike Conway  
Director of Public Works  
City of Long Beach  
333 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802

Dear Mr. Conway:

Enclosed is your fully executed copy of Program Supplement Agreement No. 076-N to Administering Agency-State Agreement No. 07-5108R .

Sincerely,

A handwritten signature in black ink, appearing to read "Ray Zhang".

RAY ZHANG, Chief  
Office of Project Implementation - South  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(07) DLAE - Kirk Cessna



PROGRAM SUPPLEMENT NO. N076  
 to  
 ADMINISTERING AGENCY-STATE AGREEMENT  
 FOR FEDERAL-AID PROJECTS NO. 07-5108R

Date: July 09, 2009  
 Location: 07-LA-0-LBCH  
 Project Number: ESPL-5108(096)  
 E.A. Number: 07-933312

This Program Supplement hereby incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 10/12/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. RES-07-0097, approved by the Administering Agency on July 10, 2007 (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by State of any funds derived from sources noted below obligated to this project, the Administering Agency accepts and will comply with the Special covenants or Remarks set forth on the following pages.

**PROJECT LOCATION:**

California Av: Harding St to Artesia Bl

**TYPE OF WORK:** Road Rehabilitation

**LENGTH:** 0 (MILES)

Estimated Cost	Federal Funds		Matching Funds		
	C230		LOCAL		OTHER
\$1,472,465.00		\$1,472,465.00	\$0.00	\$0.00	\$0.00

CITY OF LONG BEACH

EXECUTED PURSUANT  
 TO SECTION 301 OF  
 THE CITY CHARTER.

STATE OF CALIFORNIA

Department of Transportation

By [Signature] Assistant City Manager

By [Signature]  
 Chief, Office of Project Implementation  
 Division of Local Assistance

Date 8.21.09

Date 9/2/2009

Attest \_\_\_\_\_

Title City Manager

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer [Signature] Date 7/14/09 \$1,472,465.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-603-890	2008-2009	20.30.010.810	F	228010	898-F	1,472,465.00

APPROVED AS TO FORM

August 3, 2009  
 ROBERT E. SHANNON, City Attorney

By [Signature]  
 LINDA TRANG  
 DEPUTY CITY ATTORNEY

**SPECIAL COVENANTS OR REMARKS**

1. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
2. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days after the project contract award. A copy of the award package shall also be included with the submittal of the ADMINISTERING AGENCY's first invoice for the construction contract to:

Department of Transportation  
Division of Accounting  
Local Programs Accounting Branch, MS #33  
P. O. Box 942874  
Sacramento, CA 94274-0001

Failure to do so will cause a delay in the State processing invoices for the construction phase. Please refer to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

3. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
4. Any State and Federal funds that may have been encumbered for this project are only available for disbursement for a period of six (6) years and seven (7) years, respectively, from the start of the fiscal year(s) that those funds were appropriated within the State Budget Act. All project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested and is approved by the California Department of Finance per Government Code Section 16304. The exact date of each fund reversion will be reflected in the approved finance letter(s) issued for this project.

Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement that is not submitted to the Department on or before 60 days after that applicable fixed fund reversion date will not be paid from that fiscal year's encumbered funds because all of these unexpended funds will be irrevocably reverted by the Department's Division of Accounting on that date.

Pursuant to a directive from the State Controller's Office and the Department of Finance, the last date to submit invoices for reimbursed work in each fiscal year is May 15th in order for payment to be made out of those then current appropriations. Project work performed and invoiced after May 15th will be reimbursed only out of available funding that might be encumbered in the subsequent fiscal year, and then only when those funds

**SPECIAL COVENANTS OR REMARKS**

are actually allocated and encumbered as authorized by the California Transportation Commission and the Department's Accounting Office.

5. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

6. The Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Excluded Parties List System (EPLS).
8. This project is financed, in whole or in part, with federal funds from the American Recovery and Reinvestment Act of 2009 (Recovery Act). ADMINISTERING AGENCY agrees:

**SPECIAL COVENANTS OR REMARKS**

- 1) Statutory provisions contained in Chapter 1 of Title 23 United States Code (U.S.C.) are applicable to all Recovery Act funded projects,
- 2) Costs incurred prior to the date of authorization are NOT eligible for reimbursement with federal Recovery Act funds,
- 3) Federal Prevailing Wage Rate requirements apply to all Recovery Act funded construction projects regardless of location (including projects on local roads and rural minor collectors, and Transportation Enhancement projects outside the highway right of way). ADMINISTERING AGENCY agrees to include the appropriate wage rate information in the contract and also include a contract provision that overrides the general applicability provisions in form FHWA-1273, Sections IV and V,
- 4) To expend and invoice for all Recovery Act funds prior to using other funds, and
- 5) To comply with the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act and as designated by the STATE. Failure to comply will result in retentions from progress payments due ADMINISTERING AGENCY and/or other sanctions,
- 6) Recovery Act funds are available for liquidation only until September 30, 2015 when the remaining balance of Recovery Act funds will expire. ADMINISTERING AGENCY agrees to submit an invoice for the balance of project Recovery Act funds (if any) to the STATE prior to July 1, 2015.

RESOLUTION NO. RES-07-0097

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND ANY AMENDMENTS THERETO, WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the California Department of Transportation ("Caltrans") is the administrator of state and federal funds that flow to cities; and

WHEREAS, acceptance and expenditure of state and federal funds generally requires the execution of a master agreement covering the City as a whole, as well as program and funding agreements specific to projects;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The City is eligible to receive Federal and/or State funding for certain transportation projects through Caltrans.

Section 3. Master agreements, program supplemental agreements, fund exchange agreements and/or fund transfer agreements need to be executed with Caltrans before such funds can be claimed.

Section 4. The City Manager of the City of Long Beach is hereby authorized to execute these agreements and any amendments thereto.

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

1 Section 5. This resolution shall take effect immediately upon its adoption  
2 by the City Council, and the City Clerk shall certify the vote adopting this resolution.

3 I hereby certify that the foregoing resolution was adopted by the City  
4 Council of the City of Long Beach at its meeting of July 10, 2007 by the  
5 following vote:

6  
7 Ayes: Councilmembers: B. Lowenthal, S. Lowenthal, DeLong,  
8 O'Donnell, Schipske, Andrews,  
9 Reyes Uranga, Gabelich, Lerch.

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11 Noes: Councilmembers: None.

12  
13 Absent: Councilmembers: None.

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16 Lay Hemen  
17 City Clerk

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