

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

CONTRACT

**32022**

THIS CONTRACT is made and entered, in duplicate, as of January 5, 2011 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 4, 2011, by and between FREEWAY ELECTRIC, INC., a California corporation ("Contractor"), whose address is 5942 Acorn Street, Riverside, California 92504, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for New Traffic Control Signal Installation at the Intersection of Atlantic Avenue and 15<sup>th</sup> Street in the City of Long Beach, California," dated October 27, 2010, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans No. C-5703 and Project Specifications No. R-6741;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans No. C-5703 and Project Specifications No. R-6741 for New Traffic Control Signal Installation at the Intersection of Atlantic Avenue and 15<sup>th</sup> Street 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.

1                   A.     City shall pay to Contractor the amount(s) for materials and  
2 work identified in Contractor's "Bid for New Traffic Control Signal Installation at the  
3 Intersection of Atlantic Avenue and 15<sup>th</sup> Street in the City of Long Beach,  
4 California," attached hereto as Exhibit "A".

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

8                   3.     CONTRACT DOCUMENTS.

9                   A.     The Contract Documents include: The Notice Inviting Bids,  
10 Project Specifications No. R-6741 (which may include by reference the Standard  
11 Specifications for Public Works Construction, latest edition, and any supplements  
12 thereto, collectively the "Standard Specifications"); the City of Long Beach  
13 Standard Plans; Project Plans No. C-5703 for this work; the California Code of  
14 Regulations; the various Uniform Codes applicable to trades; the prevailing wage  
15 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
16 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
17 Contract and all documents attached hereto or referenced herein including but not  
18 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
19 Proceed; Notice of Completion; any addenda or change orders issued in  
20 accordance with the Standard Specifications; any permits required and issued for  
21 the work; approved final design drawings and documents; and the Information  
22 Sheet. These Contract Documents are incorporated herein by the above  
23 reference and form a part of this Contract.

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

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

6 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
7 to be specified in a written "Notice to Proceed" from City and shall complete all work  
8 within sixty (60) working days thereafter, subject to strikes, lockouts and events beyond  
9 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
10 the work is not completed within the time stated, but those damages would be difficult or  
11 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
12 amount stated in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
28 possession thereof to City ready for use and free and discharged from all claims for labor

1 and materials in doing the work and shall assume and be responsible for, and shall  
2 protect, defend, indemnify and hold harmless City from and against any and all claims,  
3 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
4 persons, or damages to property, including property of City, which arises from or is  
5 connected with the performance of the work.

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1           been paid. If the work is so terminated, the City Engineer, after consultation with  
2 Contractor, shall determine the percentage of work completed and the  
3 determination of the City Engineer shall be final.

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

11           13. NOTICES.

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

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

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

28           15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

1 any of the moneys that may become due Contractor hereunder may be assigned by  
2 Contractor without the written consent of City first had and obtained, nor will City  
3 recognize any subcontractor as such, and all persons engaged in the work of  
4 construction will be considered as independent contractors or agents of Contractor and  
5 will be held directly responsible to Contractor.

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12           19.    TAXES AND TAX REPORTING.

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

22           B.    Contractor shall cooperate with City in all matters relating to  
23 taxation and the collection of taxes, particularly with respect to the self-accrual of  
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
25 materials, equipment, supplies, or other tangible personal property totaling over  
26 \$100,000 shipped from outside California, a qualified Contractor shall complete  
27 and submit to the appropriate governmental entity the form in Appendix "A"  
28 attached hereto; and (ii) for construction contracts and subcontracts totaling

1 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
2 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
3 at least \$500,000 in tangible personal property that was subject to sales or use tax  
4 in the previous calendar year.

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

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

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

28 20. ADVERTISING. Contractor shall not use the name of City, its



1 officials or employees in any advertising or solicitation for business, nor as a reference,  
2 without the prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

1           “During the performance of a Contract with the City of Long Beach,  
2 the Contractor will provide equal benefits to employees with spouses and its  
3 employees with domestic partners. Additional information about the City of  
4 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
5 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

21           31.    DEFAULT. Default shall include but not be limited to Contractor's  
22 failure to perform in accordance with the Plans and Specifications, failure to comply with  
23 any Contract Document, failure to pay any penalties, fines or charges assessed against  
24 Contractor by any public agency, failure to pay any charges or fees for services  
25 performed by the City, and if Contractor has substituted any security in lieu of retention,  
26 then default shall also include City's receipt of a stop notice. If default occurs and  
27 Contractor has substituted any security in lieu of retention, then in addition to City's other  
28 legal remedies, City shall have the right to draw on the security in accordance with Public

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1 Contract Code Section 22300 and without further notice to Contractor. If default occurs  
2 and Contractor has not substituted any security in lieu of retention, then City shall have  
3 all legal remedies available to it.

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

6 FREEWAY ELECTRIC, INC., a California  
7 corporation

8 January 12, 20<sup>11</sup>

By  \_\_\_\_\_

President

Brian Mendoza

Type or Print Name

9  
10 January 12, 20<sup>11</sup>

11 By  \_\_\_\_\_

Secretary

Elizabeth H. Mendoza de McRae

Type or Print Name

12 "Contractor"

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

16 3.7, 20<sup>11</sup>

17 By  \_\_\_\_\_

City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

18 "City"

19 This Contract is approved as to form on 2/9

20 20<sup>11</sup>

21 ROBERT E. SHANNON, City Attorney

22 By  \_\_\_\_\_

Deputy

# **EXHIBIT A**

BIDDER'S NAME: Freeway Electric Inc.

**BID TO THE CITY OF LONG BEACH  
NEW TRAFFIC CONTROL SIGNAL INSTALLATION AT THE  
INTERSECTION OF ATLANTIC AVENUE AND 15<sup>TH</sup> STREET**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on October 27, 2010, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6741 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	PCC Curb, GB Type A1, Integral	30	LF	34 -	1020 -
2.	PCC Curb & Gutter, GB Type A2, W=1.5'	120	LF	38 -	4560 -
3.	PCC Sidewalk, 3" Thick	1000	SF	4 -	4000 -
4.	Detectable Warning Surface	50	SF	39 -	1950 -
5.	Construct foundation and furnish & install type 332 controller cabinet	1	Ea	16000 -	16000 -
6.	Construct foundation and furnish & install type IIIBF service cabinet	1	Ea	4000 -	4000 -
7.	Furnish & install type 19 standard with mast arms	2	Ea	8000 -	16000 -
8.	Furnish and install type 15 standard with luminaire and mast arms	2	Ea	4000 -	8000 -
9.	Furnish and install type 1A standard	4	Ea	1500 -	6000 -
10.	3" Conduit	480	LF	50 -	24000 -
11.	2" Conduit	440	LF	11 -	4840 -
12.	No. 6 Pullbox (24" deep)	7	Ea	600 -	4200 -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
13.	28-Conductor cable & other cables	400	LF	12-	4800-
14.	Pedestrian Push Button Device (PPB)	8	Ea	100-	800-
15.	6'x6' Inductive Loop Detector, including cable	12	Ea	225-	2700-
16.	250 W HPS Luminaire	4	Ea	450-	1800-
17.	Furnish & install new mast-arm street name sign	4	Ea	1000-	4000-
18.	Furnish & install PPB post	1	Ea	250-	250-
19.	Remove & salvage existing street light pole & install new #5 pull box	4	Ea	1250-	5000-
20.	Remove existing conflicting sign & striping; and install new signing & striping	1	LS	8000-	8000-

TOTAL AMOUNT BID \$121,920-

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

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

Green Sheet, Internet

**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:

Freeway Electric Inc.

---

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



Brian Mendoza

---

Title: President/CFO

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Date: 01/12/2011

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**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: 2244 SIP State of California
  - B. Name of Insurer (NOT Broker): Barrett Business Services, Inc.
  - C. Address of Insurer: 1950 Sunwest Ln #110 San Bernardino, CA 92408
  - D. Telephone Number of Insurer: 909-890-0100
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): TBD
  - B. Automobile Liability Insurance Policy Number: CAA100637
  - C. Name of Insurer (NOT Broker): Redwood Fire & Casualty Insurance Co.
  - D. Address of Insurer: 3332 Farnham St., Ste 300 Omaha, NE 68131
  - E. Telephone Number of Insurer: 402-393-7255
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
Not applicable TBD according to
  
- 4) Estimated total number of workers to be employed on this Contract: City & Specs
  
- 5) Estimated total wages to be paid those workers: Prevailing Wage
  
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
(Describe schedule: For example weekly or every other week or monthly)  
As per subcontractor listing and may change if required and as approved by City
  
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "C"

# EXHIBIT D

LIST OF SUBCONTRACTORS

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

Name And Address Of Subcontractor	Classification Or Type Of Work
Name <u>California Professional</u> <u>Electrical Engineering</u>	<u>Ptn. of electrical install.</u>
Address <u>9316 Mabel Ave.</u> -	Dollar amount of contract \$ <u>24384.00</u>
City <u>S. El Monte, CA 91733</u>	DBE / MBE / WBE / Racial Origin <u>Asian</u> <small>(Circle one)</small>
Phone no. <u>626.452.8652</u>	License No. <u>793907</u>

Name <u>HAC Construction</u>	<u>Ptn. of conduit.</u>
Address <u>5747 Lucretia Ave.</u>	Dollar amount of contract \$ <u>10,000.00</u>
City <u>Mira Loma, CA 91752</u>	DBE / MBE / WBE / Racial Origin <u>Hispanic</u> <small>(Circle one)</small>
Phone no. <u>951.360.4726</u>	License No. <u>883826</u>

Name <u>SCI Pavement Services</u>	<u>Ptn. of striping</u>
Address <u>1450 N. Fitzgerald Ave.</u>	Dollar amount of contract \$ <u>6500.00</u>
City <u>Rialto, CA 92376</u>	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. <u>909.546.1020</u>	License No. <u>950531</u>

Name _____	_____
Address _____	Dollar amount of contract \$ _____
City _____	DBE / MBE / WBE / Racial Origin _____ <small>(Circle one)</small>
Phone no. _____	License No. _____

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, FREEWAY ELECTRIC, INC., a California corporation, as PRINCIPAL, and BERKLEY REGIONAL INSURANCE COMPANY located at 505 N. BRAND BLVD. SUITE 1040 GLENDALE, CA 91203, a corporation, incorporated under the laws of the State of DELAWARE, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$121,920), 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 New Traffic Control Signal Installation at the Intersection of Atlantic Avenue and 15<sup>th</sup> Street 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 11TH day of JANUARY, 2011.

FREEWAY ELECTRIC, INC.

Contractor

By: [Signature]

Name: Benion Mendon

Title: President / CFO

By: [Signature]

Name: Elizabeth H. Mendon de Melo

Title: Vice President Secretary

Approved as to form this 11<sup>th</sup> day of February, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]  
Deputy City Attorney

BERKLEY REGIONAL INSURANCE COMPANY

SURETY, admitted in California

By: [Signature]

Name: PHILIP VERA

Title: ATTORNEY-IN-FACT

Telephone: 626-859-1000

Approved as to sufficiency this 8 day of February, 2011.

By: [Signature]  
City Manager/City Engineer

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

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Philip Vega, Frank Morones or Jadon H. Smith of C & D Bonding & Insurance Services, Inc. of Covina, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1 day of March, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 1 day of March, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN NOTARY COMMISS

TEN

Eileen Keenan
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11 day of January, 2011.

(Seal)

Steven Coward

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

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**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

---

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On 02/01/2011 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

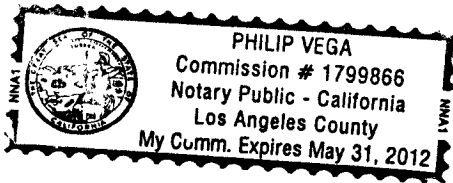
personally appeared Brian Mendoza  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

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

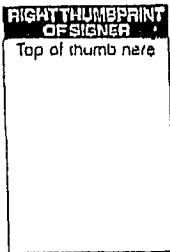
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

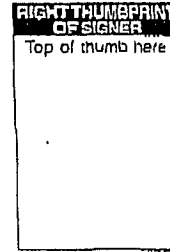
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

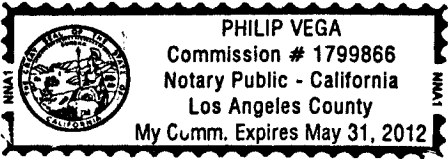
On 02/01/11 before me, Philip Vega, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Elizabeth H. Mendoza de McRae  
Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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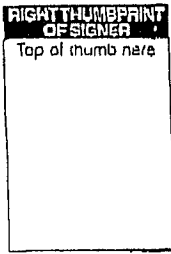
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

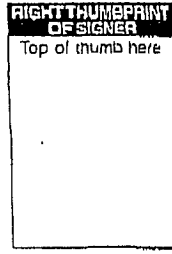
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

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

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



Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 01/11/2011 before me, Monica Blaisdell, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Philip Vega  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Monica Blaisdell  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

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

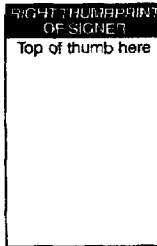
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

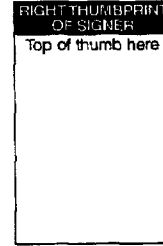
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

KNOW ALL MEN BY THESE PRESENTS: That we, FREEWAY ELECTRIC, INC., a California corporation, as PRINCIPAL, and BERKLEY REGIONAL INSURANCE COMPANY, located at 505 N. BRAND BLVD. SUITE 1040 GLENDALE, CA 91203, a corporation, incorporated under the laws of the State of DELAWARE, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$121,920), 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 New Traffic Control Signal Installation at the Intersection of Atlantic Avenue and 15<sup>th</sup> Street 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 11<sup>th</sup> day of JANUARY, 2011.

FREEWAY ELECTRIC, INC.  
Contractor

BERKLEY REGIONAL INSURANCE COMPANY  
SURETY, admitted in California

By: [Signature]  
Name: Bryan Mondrom  
Title: President / CFO

By: [Signature]  
Name: PHILIP YEGA  
Title: ATTORNEY-in-FACT  
Telephone: 626-859-1000

By: [Signature]  
Name: Elizabeth H. Mondrom de la Rosa  
Title: Vice President / Secretary

Approved as to form this 9<sup>th</sup> day of February, 2011.

Approved as to sufficiency this 8 day of February, 2011.

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

By: [Signature]  
City Manager / City Engineer

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

POWER OF ATTORNEY
BERKLEY REGIONAL INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY REGIONAL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Urbandale, Iowa, has made, constituted and appointed, and does by these presents make, constitute and appoint: Philip Vega, Frank Morones or Jadon H. Smith of C & D Bonding & Insurance Services, Inc. of Covina, CA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 Dollars (\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on August 21, 2000:

"RESOLVED, that the proper officers of the Company are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 1 day of March, 2010.

Attest:

Berkley Regional Insurance Company

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

By

Robert P. Cole
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 1 day of March, 2010, by Robert P. Cole and Ira S. Lederman who are sworn to me to be the Senior Vice President, and the Senior Vice President and Secretary, respectively, of Berkley Regional Insurance Company.

EILEEN KILLEN
NOTARY PUBLIC
MAY COMMISSION EXPIRES 06-30-2012

Eileen Killen
Notary Public, State of Connecticut

my commission expires 6-30-2012

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY REGIONAL INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 11 day of January, 2011.

(Seal)

Steven Coward
Steven Coward

## **Instructions for Inquiries and Notices Under the Bond Attached to This Power**

**Berkley Surety Group, LLC is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.**

**To verify the authenticity of the bond, please call (866) 768-3534 or email [BSGInquiry@berkleysurety.com](mailto:BSGInquiry@berkleysurety.com)**

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**Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:**

**Berkley Surety Group, LLC  
412 Mount Kemble Avenue  
Suite 310N  
Morristown, NJ 07960  
Attention: Surety Claims Department**

**Or**

**email [BSGClaim@berkleysurety.com](mailto:BSGClaim@berkleysurety.com)**

**Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On 02/01/2011 before me, Philip Vega, Notary public

Date

Here Insert Name and Title of the Officer

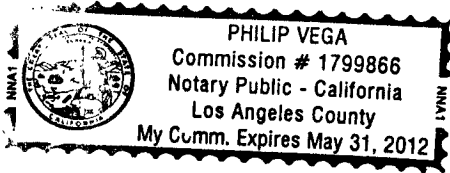
personally appeared Brian Mendoza

Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

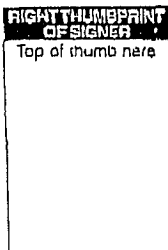
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

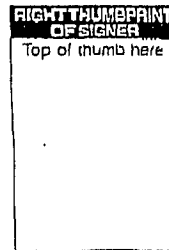
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of ORANGE

On 02/01/2011 before me, Philip Vega, Notary public

Date

Here Insert Name and Title of the Officer

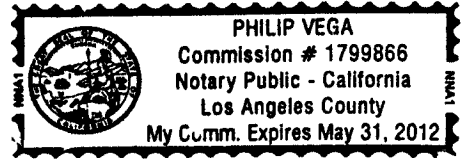
personally appeared Elizabeth H. Mendoza de McRae

Name(s) of Signor(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

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

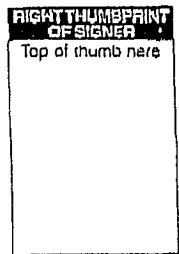
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

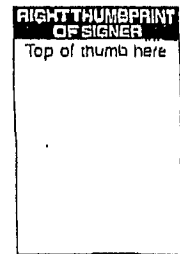
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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