

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

CONTRACT

31960

THIS CONTRACT is made and entered, in duplicate, as of November 3, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 16, 2010, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of Stearns Street Between Studebaker Road and Stevely Avenue in the City of Long Beach, California," dated September 22, 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-5768 and Project Specifications No. R-6779;

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-5768 and Project Specifications No. R-6779 for the Improvement of Stearns Street Between Studebaker Road and Stevely Avenue in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

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

1 work identified in Contractor's "Bid for the Improvement of Stearns Street Between
2 Studebaker Road and Stevely Avenue in the City of Long Beach, California,"
3 attached hereto as Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,
9 Project Specifications No. R-6779 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; Project Plans No. C-5768 for this work; the California Code of
13 Regulations; the various Uniform Codes applicable to trades; the prevailing wage
14 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach
15 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
16 Contract and all documents attached hereto or referenced herein including but not
17 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
18 Proceed; Notice of Completion; any addenda or change orders issued in
19 accordance with the Standard Specifications; any permits required and issued for
20 the work; approved final design drawings and documents; and the Information
21 Sheet. These Contract Documents are incorporated herein by the above
22 reference and form a part of this Contract.

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

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

5 4. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in a written "Notice to Proceed" from City and shall complete all work
7 within twenty (20) working days thereafter, subject to strikes, lockouts and events beyond
8 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
9 the work is not completed within the time stated, but those damages would be difficult or
10 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
11 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 Contractor, shall determine the percentage of work completed and the
2 determination of the City Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
28 any of the moneys that may become due Contractor hereunder may be assigned by

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

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

28 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

11 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

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

3 ALL AMERICAN ASPHALT, a California
4 corporation

5 OCTOBER 25, 2010

6 By [Signature]
7 President
8 DAN D. SISBMORE
9 Type or Print Name

10 OCTOBER 25, 2010

11 By [Signature]
12 Secretary
13 MARK LUER
14 Type or Print Name

15 "Contractor"

16 CITY OF LONG BEACH, a municipal
17 corporation

18 12/17, 2010

19 By [Signature]
20 City Manager

21 "City"

22 This Contract is approved as to form on 11/22

23 2010.

24 ROBERT E. SHANNON, City Attorney

25 By [Signature]
26 Deputy

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 25, 2010 before me, Carmen Marie Ochoa, Notary Public
Date Here Insert name and Title of the Officer

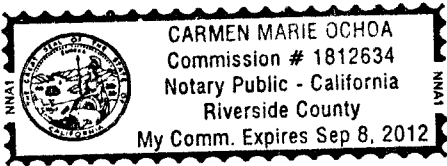
personally appeared Daniel Sisemore and Mark Luer
Name(s) of Signer(s)

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 ~~has~~ he/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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Contract
Document Date: 10/25/10 Number of Pages: 12
Signer(s) Other Than Named Above: City of Long Beach

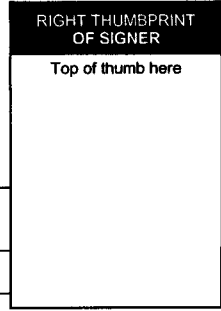
Capacity(ies) Claimed by Signer(s)

Signer's Name: Daniel Sisemore
 Individual
 Corporate Officer — Title(s): President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: Mark Luer
 Individual
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Attorney in Fact
 Trustee
 Other: _____



Signer is Representing:

EXHIBIT A

BIDDER'S NAME: ALL AMERICAN ASPHALT

**BID TO THE CITY OF LONG BEACH
IMPROVEMENT OF STEARNS STREET
BETWEEN STUDEBAKER ROAD AND STEVELY AVENUE**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on September 22, 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-6779 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.	Concrete Removal	10	CY	240-	2400-
2.	Bituminous Pavement Removal	5	CY	200-	1000-
3.	Root Shaving	36	LF	37 37-	1332-
4.	Tree Pruning	3	Ea	230-	690-
5.	Unclassified Excavation	10	CY	50-	500-
6.	Adjust City Manhole Frame & Cover	15	Ea	290-	4350-
7.	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	125	LF	68-	8500-
8.	Curb Ramp Detectable Warning Surface	144	SF	34-	4896-
9.	(S) Cold Milling Asphalt Concrete Pavement	15,000	SY	1.17	17550-
10.	Asphalt Rubber Hot Mix (ARHM)	1,800	Ton	78-	140400-
11.	(S) Pavement Markers, Markings and Traffic Striping	1	LS	8363 8063-	8363 8063-
12.	(S) Loop Detectors	2	Ea	450-	900-
13.	(S) Bicycle Loop Detectors	2	Ea	450-	900-
14.	Temporary Traffic Control Devices	1	Ea	7718-	7718-

TOTAL AMOUNT BID 199,199.00

Addendum No. 1 (August 30, 2010)

Department of Public Works
City of Long Beach

C-1

R-6779
Division C - Bid Documents

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?

GILBERT

EXHIBIT B

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 worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

ALL AMERICAN ASPHALT

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

Robert Bradley
ROBERT BRADLEY

Title: VICE PRESIDENT

Date: SEPT. 21, 2010

EXHIBIT C

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: BB1070243
- B. Name of Insurer (NOT Broker): SEABRIGHT INSURANCE CO.
- C. Address of Insurer: 681 S. PARKER #200 - ORANGE, CA 92868
- D. Telephone Number of Insurer: 714-918-5941

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

- A. VIN (Vehicle Identification Number): UNKNOWN AT THIS TIME
- B. Automobile Liability Insurance Policy Number: 72UENGK5491K2
- C. Name of Insurer (NOT Broker): HARTFORD FIRE INSURANCE
- D. Address of Insurer: P.O. Box 2333 - BREA, CA 92822-2333
- E. Telephone Number of Insurer: 714-674-1200

3) Address of Property used to house workers on this Contract, if any: _____

NONE

4) Estimated total number of workers to be employed on this Contract: UNKNOWN

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

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

UNKNOWN AT THIS TIME

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

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

UNKNOWN AT THIS TIME

8) Taxpayer's Identification Number: _____

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>PCI Striping</u>	<u>Striping</u>
Address <u>1105 E. Hill St.</u>	Dollar amount of contract \$ <u>4995-</u>
City <u>Long Beach</u>	DBE / MBE / WBE / Racial Origin <u>—</u> <small>(Circle one)</small>
Phone no. <u>562 218 0504</u>	License No. <u>823802</u>

Name <u>Kase Land Survey</u>	<u>Survey</u>
Address <u>614 N. Eckhoff St.</u>	Dollar amount of contract \$ <u>1375-</u>
City <u>Orange, CA</u>	DBE / MBE / WBE / Racial Origin <u>—</u> <small>(Circle one)</small>
Phone no. <u>714 628 8948</u>	License No. <u>L5411</u>

Name <u>Loop Masters</u>	<u>traffic loops</u>
Address <u>4740 E. Bryson St.</u>	Dollar amount of contract \$ <u>1660-</u>
City <u>Anaheim, CA</u>	DBE / MBE / WBE / Racial Origin <u>CT032041</u> <small>(Circle one)</small>
Phone no. <u>714 630 8894</u>	License No. <u>755319</u>

Name <u>V&E Tree Service</u>	<u>Tree pruning</u>
Address <u>PO BOX 3280</u>	Dollar amount of contract \$ <u>660-</u>
City <u>Orange, CA</u>	DBE / MBE / WBE / Racial Origin <u>—</u> <small>(Circle one)</small>
Phone no. <u>714 997 0903</u>	License No. <u>654506</u>

REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED

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 *Application for Use Tax Direct Payment Permit*, 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 a *Use Tax Direct Payment 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 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and *See Below, located at 801 No. Brand Boulevard, Glendale, CA, 91203, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED NINETY-NINE DOLLARS (\$199,199), 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: *Fidelity and Deposit Company of Maryland, as Surety

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Stearns Street Between Studobaker Road and Stevely Avenue 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 21st day of October, 2010.

All American Asphalt
Contractor
By: [Signature]
Name: ROBERT BRADLEY
Title: VICE PRESIDENT

By: [Signature]
Name: MARK CUOR
Title: SECRETARY

Approved as to form this 22nd day of November, 2010.

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

Fidelity and Deposit Company of Maryland
SURETY, admitted in California
By: [Signature]
Name: Rebecca Haas-Bates
Title: Attorney-in-Fact
Telephone: Surety: 818-409-2800 Agent: 949-679-7116

Approved as to sufficiency this 17 day of November, 2010.
By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 25, 2010 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

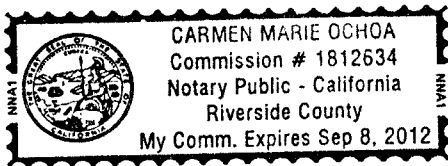
personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

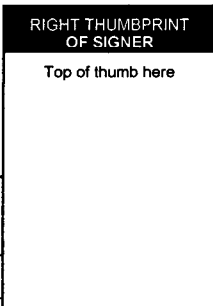
Title or Type of Document Bond
Document Date: 10/21/10 Number of Pages: 1
Signer(s) Other Than Named Above: Rebecca Haas-Bates

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

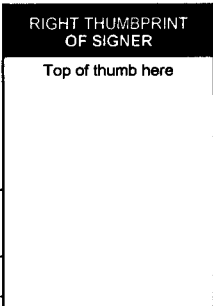
Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing:
All American Asphalt



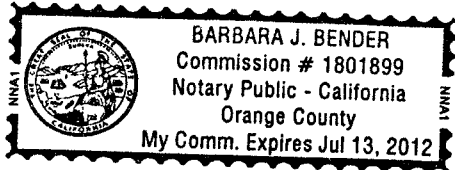
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange

On 10-21-10 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7619141

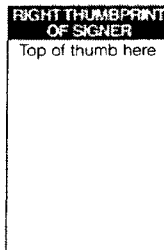
Document Date: 10-21-10 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

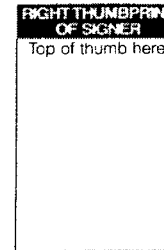
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

Premium charge included in Performance Bond

LABOR AND MATERIAL BOND

Bond No. 7619141 - Executed in Two (2) Parts

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 801 No. Brand Boulevard, Glendale, CA. 91203, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED NINETY-NINE DOLLARS (\$199,199), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Stearns Street Between Studebaker Road and Stevely Avenue 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 21st day of October, 2010.

All American Asphalt

Contractor

By: [Signature]
Name: ROBERT BLADON
Title: VICE PRESIDENT

By: [Signature]
Name: MARK LUOR
Title: SECRETARY

Approved as to form this 22nd day of November, 2010.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: [Signature]
Name: Rebecca Haas-Bates
Title: Attorney-in-Fact

Telephone: Surety: 818-409-2800 Agent: 949-679-7116

Approved as to sufficiency this 17 day of November, 2010.

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 25, 2010 before me, Carmen Marie Ochoa, Notary Public,
Date Here Insert name and Title of the Officer

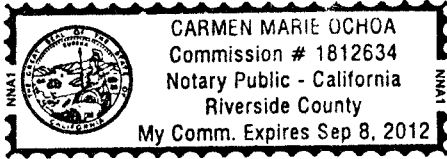
personally appeared Robert Bradley and Mark Luer
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carmen Marie Ochoa
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person 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 Bond

Document Date: 10/21/10 Number of Pages: 1

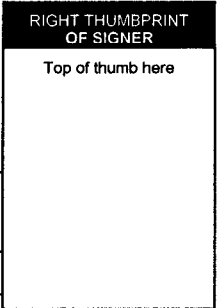
Signer(s) Other Than Named Above: Rebecca Haas-Bates

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Other: _____

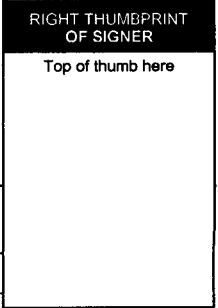
Signer is Representing:
All American Asphalt



Signer's Name: Mark Luer

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

Signer is Representing:
All American Asphalt



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Orange }

On 10-21-10 before me, Barbara J. Bender, Notary Public
Date Here Insert Name and Title of the Officer

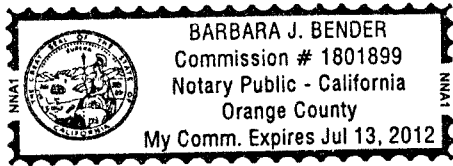
personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

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 Barbara J. Bender
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: Labor and Material Bond No. 7619141

Document Date: 10-21-10 Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

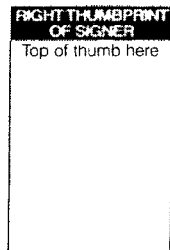
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

Signer's Name: _____

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



Signer Is Representing: _____

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES and Sergio D. BECHARA, all of Irvine, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents, shall be as binding upon said Company, as fully and amply to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Leonard E. ZIMINSKY, dated April 8, 2008.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 25th day of September, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Handwritten signature of Gregory E. Murray in cursive.

By:

Gregory E. Murray Assistant Secretary

Handwritten signature of William J. Mills in cursive.

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 25th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Handwritten signature of Maria D. Adamski in cursive.

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

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

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

CERTIFICATE

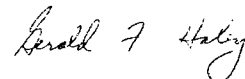
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 21ST day of OCTOBER, 2010.


Gerald F. Italy
Assistant Secretary