

1 CONTRACT

2 **29610**

3 THIS CONTRACT is made and entered, in duplicate, as of May 4, 2006 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the City  
5 of Long Beach at its meeting held on May 2, 2006, by and between PALP, INC., doing  
6 business as, EXCEL PAVING COMPANY, a California corporation, whose address is 2230  
7 Lemon Avenue, Long Beach, California 90806 ("Contractor"), and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Citywide Local Street  
10 Program Area 5 in the City of Long Beach, California," dated April 5, 2006, and published  
11 by the City, bids were received, publicly opened and declared on the date specified in said  
12 Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract  
15 with Contractor for the work described in Plans & Specifications No. R-6703;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment, and transportation for the  
20 work described in "Plans & Specifications No. R-6703 for the Citywide Local Street  
21 Program Area 5 in the City of Long Beach, California," said work to be performed  
22 according to the Contract Documents identified below. However, this Contract is intended  
23 to provide to the City complete and finished work and, to that end, Contractor shall do  
24 everything necessary to complete the work, whether or not specifically described in the  
25 Contract Documents.

26 2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for  
27 materials and work identified in Contractor's "Bid for the Citywide Local Street Program  
28 Area 5 in the City of Long Beach, California," attached hereto as Exhibit "A".

Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

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

4 3. CONTRACT DOCUMENTS. The Contract Documents include: The  
5 Notice Inviting Bids, Plans & Specifications No. R-6703 (which may include by reference  
6 the Standard Specifications for Public Works Construction, latest edition, and any  
7 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach  
8 Standard Plans; Plans and Drawings No. C-5666 for this work; the California Code of  
9 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
10 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
11 Minority and Women-owned Business Enterprise Program; this Contract and all documents  
12 attached hereto or referenced herein including but not limited to insurance; Bond for  
13 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
14 addenda or change orders issued in accordance with the Standard Specifications; any  
15 permits required and issued for the work; approved final design drawings and documents;  
16 and the Information Sheet. These Contract Documents are incorporated herein by the  
17 above reference and form a part of this Contract.

18 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict  
19 or inconsistency exists or develops among or between Contract Documents, the following  
20 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public  
21 agencies; 4) Plans & Specifications No. R-6703; 5) Addenda; 6) Plans and Drawings No.  
22 C-5666; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other  
23 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting  
24 Bids.

25 4. TIME FOR CONTRACT. Contractor shall commence work on a date to  
26 be specified in a written "Notice to Proceed" from the City and shall complete all work  
27 within sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the  
28 control of Contractor. Time is of the essence hereunder. City will suffer damage if the

1 work is not completed within the time stated, but those damages would be difficult or  
2 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
3 amount stated in the Contract Documents.

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

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

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

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

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

28 In addition, Contractor shall complete and deliver to the City the form

1 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply with  
2 Labor Code Section 2810.

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

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

14 12. COORDINATION WITH GOVERNMENTAL REGULATIONS. If the work  
15 is terminated pursuant to an order of any Federal or State authority, Contractor shall accept  
16 as full and complete compensation under this Contract such amount of money as will equal  
17 the product of multiplying the Contract price stated herein by the percentage of work  
18 completed by Contractor as of the date of such termination, and for which Contractor has  
19 not been paid. If the work is so terminated, the City Engineer, after consultation with  
20 Contractor, shall determine the percentage of work completed and the determination of the  
21 City Engineer shall be final.

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

28 13. NOTICES. A. Any notice required hereunder shall be in writing and

1 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,  
2 to Contractor at the address first stated herein, and to the City at 333 West Ocean  
3 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address  
4 shall be given in the same manner as stated herein for other notices. Notice shall be  
5 deemed given on the date deposited in the mail or on the date personal delivery is made,  
6 whichever first occurs.

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

10 14. BONDS. Contractor shall, simultaneously with the execution of this  
11 Contract, execute and deliver to the City a good and sufficient corporate surety bond, in  
12 the form attached hereto and in the amount specified therein, conditioned upon the faithful  
13 performance of this Contract by Contractor, and a good and sufficient corporate surety  
14 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
15 the payment of all labor and material claims incurred in connection with this Contract.

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

22 16. CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause  
23 each subcontractor to keep an accurate payroll record in accordance with Division 2, Part  
24 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record to City  
25 in the manner provided herein for notices shall entitle City to withhold the penalty  
26 prescribed by law from progress payments due to Contractor.

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the  
28 contrary in the Standard Specifications, Contractor shall have the responsibility, care and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24                   29. NONDISCRIMINATION. In connection with performance of this Contract  
25 and subject to federal laws, rules and regulations, Contractor shall not discriminate in  
26 employment or in the performance of this Contract on the basis of race, religion, national  
27 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the  
28 policy of the City to encourage the participation of Disadvantaged, Minority and Women-



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 owned Business Enterprises and the City encourages Contractor to use its best efforts to  
2 carry out this policy in the award of all subcontracts.

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

14 IN WITNESS WHEREOF, the parties have caused this document to be duly

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Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

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executed with all formalities required by law as of the date first stated above.

PALP, INC., doing business as, EXCEL PAVING COMPANY, a California corporation

MAY 15 2006

By C.P. Brown  
President **C.P. BROWN**

MAY 15 2006, 2006

(Type or Print Name)  
By Michele E. Drakulich  
Secretary  
**MICHELE E. DRAKULICH ASST. SECRETARY**  
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

June 6  
~~May 6~~, 2006

By Maureen  
City Manager

"City"

This Contract is approved as to form on 6/1, 2006.

ROBERT E. SHANNON, City Attorney

By D. Guin  
Senior Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

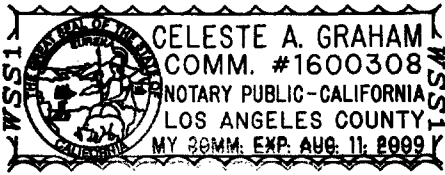
} ss.

On 5-15-06, before me, CELESTE A. GRAHAM NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PALP INC. DBA EXCEL PAVING COMPANY BY C.P. BROWN PRESIDENT  
Name(s) of Signer(s)  
AND MICHELE E. DRAKULICH ASST. SECRETARY

personally known to me  
 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.



WITNESS my hand and official seal.

Celeste A. Graham  
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: \_\_\_\_\_

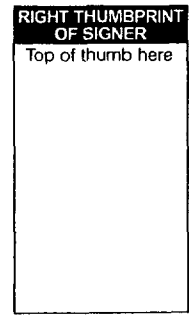
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

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

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

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



# EXHIBIT “A”

BIDDER'S NAME: \_\_\_\_\_

**BID FOR THE  
CITYWIDE LOCAL STREET PROGRAM  
AREA 5  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on April 5, 2006, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6703 at the following prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	27	Ea	225.-	6075.-
2.	Adjust Water Valve Box & Cover	53	Ea	170.-	9010 -
3.	Reconstruct Water Valve Box & Cover	3	Ea	350 -	1050 -
4.	Adjust Gas Valve Box & Cover	12	Ea	<del>2000</del> <sup>CAB</sup> 200.-	2400.-
5.	Replace Pull Box	1	Ea	675.-	675.-
6.	Adjust Pull Box	1	Ea	350.-	350 -
7.	Survey Monument Type C with Casting & Cover	5	Ea	850.-	4250 -
8.	Adjust Survey Monument Casting & Cover	1	Ea	550.-	550 -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Survey Bench Mark, Type 1	2	Ea	1100.-	2200 -
10.	Curb Drain	22	Ea	<del>350.-</del>	7700 -
11.	Asphalt Concrete Pavement	1,800	Ton	73.-	131400 -
12.	Concrete Removal	885	CY	90.-	79650 -
13.	Bituminous Pavement Removal	1,150	CY	<del>95.-</del> 95.- CPB	109250 -
14.	(S) Cold Milling Asphalt Concrete Pavement	9,900	SY	2.75	27225. -
15.	Unclassified Excavation	2,400	CY	60.-	144000. -
16.	Tree Pruning	70	Ea	325.-	22750 -
17.	Root Pruning, 24" Root Barrier	810	LF	25.-	20250. -
18.	Import Borrow	2	CY	565.-	1130 -
19.	Crushed Miscellaneous Base	1,900	CY	45.-	85500 -
20.	Asphalt Rubber Pavement	3,700	Ton	95.-	351500 -
21.	Tree Removal	3	Ea	1115.-	3345. -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
22.	P.C.C. Curb, Type A1-150 (6)	50	LF	17.-	850 -
23.	P.C.C. Curb, GB Type A1, Integral	1,400	LF	15.-	21000 -
24.	P.C.C. Curb & Gutter, GB Type A2, W = 1.5'	8,300	LF	19.-	157700 -
25.	P.C.C. Sidewalk, 3" Thick	10,300	SF	4. <sup>25</sup>	43775.-
26.	P.C.C. Driveway Apron, 4" Thick	4,900	SF	5.-	24500 -
27.	P.C.C. Driveway Apron, 6" Thick	1,000	SF	6.-	6000 -
28.	P.C.C. Pavement, 6" Thick	1,300	SF	6.-	7800.-
29.	P.C.C. Alley Entrance, 6" Thick	1,450	SF	6.-	8700 -
30.	P.C.C. Cross Gutter, 8" Thick	11,000	SF	7. <sup>50</sup>	82500 -
31.	Pavement Markers, Markings, Traffic Striping, and Signage	1	LS	18000	18000 -
32.	Local Depression	2	Ea	575.-	1150 -

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33.	(S) Curb Ramp Detectable Warning Surface	600	SF	55.-	33000-
34.	(S) Loop Detectors	6	Ea	500.	3000-
35.	Temporary Traffic Control Devices	1	LS	50000-	50000-
TOTAL AMOUNT BID					1,468,235.-

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

Press Telegram



# 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 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:

**PALP. INC. DBA  
EXCEL PAVING COMPANY**

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



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Title:

**C.P. BROWN, PRESIDENT**

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Date:

MAY 15 2006

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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

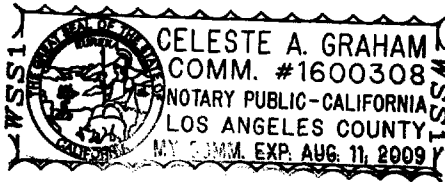
} SS.

On 5-15-06, before me, CELESTE A. GRAHAM, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PALP INC. DBA EXCEL PAVING COMPANY BY C.P. BROWN,  
Name(s) of Signer(s)  
PRESIDENT

- personally known to me  
 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.



WITNESS my hand and official seal.

*Celeste A. Graham*  
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: \_\_\_\_\_

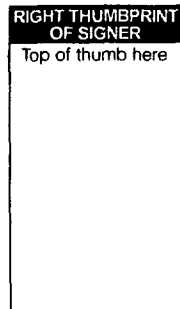
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

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

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

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



# 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: 1CW50115302
- B. Name of Insurer (NOT Broker): VIRGINIA SURETY CO., INC.
- C. Address of Insurer: ONE PARK PLAZA, STE 400, IRVINE, CA 92614
- D. Telephone Number of Insurer: 949/553-9800

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

- A. VIN (Vehicle Identification Number): TO BE DETERMINED
- B. Automobile Liability Insurance Policy Number: 1CA50111902
- C. Name of Insurer (NOT Broker): VIRGINIA SURETY CO., INC.
- D. Address of Insurer: \_\_\_\_\_
- E. Telephone Number of Insurer: \_\_\_\_\_

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

N/A

4) Estimated total number of workers to be employed on this Contract: TO BE DETERMINED

5) Estimated total wages to be paid those workers: TO BE DETERMINED

6) Dates (or schedule) when those wages will be paid: TO BE DETERMINED

WEEKLY

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

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

(Attach a list of contractor's license numbers with the names, if known)

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 or \$10,000 (whichever is greater).

<u>Name and Address of Subcontractor</u>	<u>Classification or Type of Work</u>
Name <u>P.R.S.F.</u> Address <u>121 N Main St</u> City <u>Riverside</u> Phone No. <u>909) 682-1091</u>	<u>Cold mill</u> Dollar Amount of Contract \$ <u>21978 -</u> DBE / MBE / WBE / Racial Origin <u>Male / White</u> <small>(circle one)</small> License No. <u>509352</u>
Name <u>Damon Const.</u> Address <u>8851 Watson Sr</u> City <u>Cypress Ca</u> Phone No. <u>714) 995 5490</u>	<u>Concrete / concrete removal</u> Dollar Amount of Contract \$ <u>520 284. -</u> DBE / MBE / WBE / Racial Origin <u>Male / White</u> <small>(circle one)</small> License No. <u>280588</u>
Name <u>Ramirez Construction</u> Address <u>1576 E San Bernadino Rd</u> City <u>Corina Ca</u> Phone No. <u>626) 967 5790</u>	<u>ADJUST UTILITIES</u> Dollar Amount of Contract \$ <u>70 000 -</u> <input checked="" type="radio"/> DBE / MBE / WBE / Racial Origin <u>Male Hispanic</u> <small>(circle one)</small> License No. <u>683241</u>
Name <u>DC Striping</u> Address <u>183 N Pixley</u> City <u>Orange</u> Phone No. <u>714) 639 4550</u>	<u>Striping</u> Dollar Amount of Contract \$ <u>14660 -</u> DBE / MBE / WBE / Racial Origin <u>Male White</u> <small>(circle one)</small> License No. <u>346095</u>
Name <u>California Prof. Loops</u> Address <u>9316 Mable Ave</u> City <u>S. EL Monte Ca</u> Phone No. <u>626) 452 8658</u>	<u>Loops</u> Dollar Amount of Contract \$ <u>4000 -</u> <input checked="" type="radio"/> DBE / MBE / WBE / Racial Origin <u>Male Hispanic</u> <small>(circle one)</small> License No. <u>793907</u>
Name <u>Case Land Survey</u> Address <u>Eckoff Sr</u> City <u>Orange Ca</u> Phone No. <u>714) 628 8948</u>	<u>Survey</u> Dollar Amount of Contract \$ <u>34000 -</u> DBE / MBE / WBE / Racial Origin <u>Male / White</u> <small>(circle one)</small> License No. <u>PLS 5411</u>

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APPENDIX "A"



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	3. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	8. 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

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

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

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

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

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

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

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

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

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

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

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

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

# Use Tax Direct Payment Exemption Certificate

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

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

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

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

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

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

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

## IMPORTANT NOTICE TO VENDORS

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

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

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

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

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

**THIS FORM MAY BE REPRODUCED**

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

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

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

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

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

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

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

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

CALIFORNIA STATE BOARD OF EQUALIZATION  
 USE TAX DIRECT PAYMENT PERMIT



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

**DRAFT**

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

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

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

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

BOE-442-JPLZ (1-98)

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

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

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

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25290-25299.96; Use Fuel Tax, Sections 8601-9355.

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

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

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-8464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC 43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC 37, Sacramento, CA 95814.

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC., doing business as, EXCEL PAVING COMPANY, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Rd, Warren, NI 07059, a corporation, incorporated under the laws of the State of California, 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 MILLION FOUR HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS (\$1,468,235), 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 Citywide Local Street Program Area 5 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 15th day of May, 2006.

PALP Inc. dba Excel Paving Company  
CONTRACTOR/PRINCIPAL

Federal Insurance Company  
SURETY, admitted in California

By: C.P. Brown

By: Douglas A. Repp

Name: C.P. BROWN

Name: Douglas A. Repp

Title: PRESIDENT

Title: Attorney in Fact

By: Michele E. Drakulich

Telephone: (949) 457-1060

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Approved as to form this 14 day  
of June, 2006.

Approved as to sufficiency this 2 day  
of June, 2006.

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

By: [Signature]  
City Manager/City Engineer

NOTE: 1. Execution of this 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 and, 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.

# Company Profile

**FEDERAL INSURANCE COMPANY**  
P.O. BOX 1615 15 MOUNTAIN VIEW ROAD  
WARREN, NJ 07061-1615  
800-252-4670

**Agent for Service of Process**

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

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## Reference Information

NAIC #:	20281
NAIC Group #:	0038
California Company ID #:	0059-6
Date authorized in California:	December 18, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

---

## Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY

TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

## **Company Complaint Information**

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

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## **Want More?**

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

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Last Revised - May 30, 2006 11:13 AM  
Copyright © California Department of Insurance



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

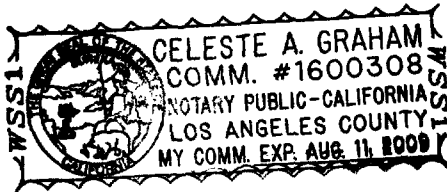
} ss.

On 5-15-06, before me, CELESTE A. GRAHAM NOTARY PUBLIC  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PALP INC. DBA EXCEL PAVING COMPANY BY C.P. BROWN PRESIDENT  
Name(s) of Signer(s)  
AND MICHELE E. DRAKULICH ASST. SECRETARY

personally known to me  
 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

WITNESS my hand and official seal.

Celeste A. Graham  
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

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

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**CALIFORNIA ALL - PURPOSE ACKNOWLEDGMENT**

State of California

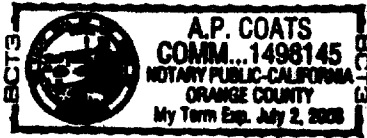
County of Orange

On MAY 15 2006 before me, A.P. Coats, Notary Public  
NAME, TITLE OF OFFICER

personally appeared \_\_\_\_\_  
Douglas A. Rapp  
NAME OF SIGNER(S)

Personally known to me - or -

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.



WITNESS my hand and official seal.

*A.P. Coats*  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL/OWNER
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

- PARTNER(S)     LIMITED
- GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_



POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp or Linda D. Coats of Laguna Hills, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 22nd day of January, 2004

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 22nd day of January, 2004, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Karen A. Price
Notary Public State of New Jersey
No. 2231647
Commission Expires Oct. 21, 2004

Karen A. Price
Notary Public

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 15th day of May 2006



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC., doing business as, EXCEL PAVING COMPANY, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Rd. Warren, NJ 07059 a corporation, incorporated under the laws of the State of California, 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 ONE MILLION FOUR HUNDRED SIXTY EIGHT THOUSAND TWO HUNDRED THIRTY FIVE DOLLARS (\$1,468,235), 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 Citywide Local Street Program Area 5 and is required by law and by said City to give this bond in connection with the execution of said contract;

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

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or 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 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 15th day of May, 2006.

PALP Inc. dba Excel Paving Company

Federal Insurance Company

CONTRACTOR/PRINCIPAL

SURETY, admitted in California

By: C.P. Brown

By: Douglas A. Rapp

Name: C.P. BROWN

Name: Douglas A. Rapp

Title: PRESIDENT

Title: Attorney in Fact

By: Michele E. Drakulich

Telephone: (949) 457-1060

Name: MICHELE E. DRAKULICH

Title: ASST. SECRETARY

Approved as to form this 1st day of June, 2006.

Approved as to sufficiency this 2 day of June, 2006.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Senior Deputy

By: [Signature]

City Manager/City Engineer

NOTE: 1. Execution 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 and, 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.

# Company Profile

**FEDERAL INSURANCE COMPANY**  
P.O. BOX 1615 15 MOUNTAIN VIEW ROAD  
WARREN, NJ 07061-1615  
800-252-4670

**Agent for Service of Process**

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

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## Reference Information

NAIC #:	20281
NAIC Group #:	0038
California Company ID #:	0059-6
Date authorized in California:	December 18, 1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	INDIANA

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## Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the [glossary](#).

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY

TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

## **Company Complaint Information**

[Company Enforcement Action Documents](#)  
[Company Performance & Comparison Data](#)  
[Composite Complaint Studies](#)

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## **Want More?**

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

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Last Revised - May 30, 2006 11:13 AM  
Copyright © California Department of Insurance

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} ss.

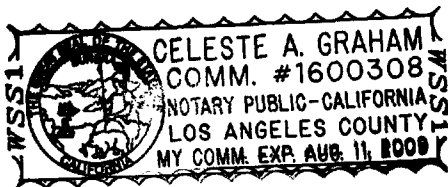
On 5-15-06, before me, CELESTE A. GRAHAM NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared PALP INC. DBA EXCEL PAVING COMPANY BY C.P. BROWN PRESIDENT

Name(s) of Signer(s)  
AND MICHELE E. DRAKULICH ASSI. SECRETARY

- personally known to me  
 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

WITNESS my hand and official seal.

Celeste A. Graham  
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: \_\_\_\_\_

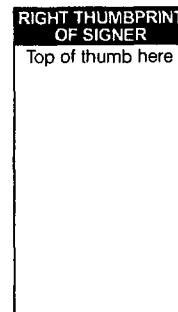
Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

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

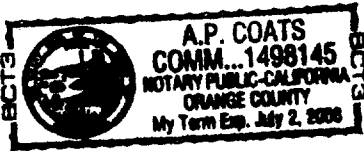
County of Orange

On MAY 15 2006 before me, A.P. Coats, Notary Public  
NAME, TITLE OF OFFICER

personally appeared \_\_\_\_\_  
Douglas A. Rapp  
NAME OF SIGNER(S)

Personally known to me - or -

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.



WITNESS my hand and official seal.

*[Handwritten Signature]*  
\_\_\_\_\_  
(SIGNATURE OF NOTARY)

**OPTIONAL**

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

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**DESCRIPTION OF ATTACHED DOCUMENT**

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- CORPORATE OFFICER

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NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp or Linda D. Coats of Laguna Hills, California**-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **22nd** day of **January, 2004**

  
Kenneth C. Wendel, Assistant Secretary

  
Frank E. Robertson, Vice President

STATE OF NEW JERSEY }  
County of Somerset } ss.

On this **22nd** day of **January, 2004**, before me, a Notary Public of New Jersey, personally came **Kenneth C. Wendel**, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Kenneth C. Wendel** being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with **Frank E. Robertson**, and knows him to be Vice President of said Companies; and that the signature of **Frank E. Robertson**, subscribed to said Power of Attorney is in the genuine handwriting of **Frank E. Robertson**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

Karen A. Price

Notary Public State of New Jersey

No. 2231647

Commission Expires Oct. 22, 2006

  
Notary Public



Extract from the By-Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:


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I, **Kenneth C. Wendel**, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 15th day of May 2006



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY  
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com