

CONTRACT

**31061**

1  
2  
3 THIS CONTRACT is made and entered, in duplicate, as of December 3,  
4 2008 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on October 14, 2008, by and between ALL  
6 AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E.  
7 Sixth Street, Corona, California 92878, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, an invitation to bid to furnish and deliver asphalt concrete to  
10 repair potholes, streets and miscellaneous construction projects throughout the City was  
11 advertised on July 14, 2008 and July 25, 2008; and

12 WHEREAS, 121 potential bidders were notified of the bid opportunity; and

13 WHEREAS, the bid document was made available from the Purchasing  
14 Division and a bid announcement was also included in the Purchasing Division's weekly  
15 update of Open Bid Opportunities; and

16 WHEREAS, the Purchasing division did not receive any bids and therefore  
17 entered negotiations directly with Contractor; and

18 WHEREAS, the City Council authorized the City Manager to enter a  
19 contract with Contractor for the materials listed on Exhibit "A";

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

22 1. Contractor shall sell, furnish and deliver to City materials listed on  
23 Exhibit "A", the notice inviting bids, and Contractor's Bid, all of which are on file in the  
24 office of the City Engineer.

25 2. The notice inviting bids and Contractor's Bid are incorporated by this  
26 reference. The documents together with this Contract constitute the entire contract  
27 between the parties.

28 3. City shall pay to Contractor for the materials the prices set forth on

1 Exhibit "A" attached to this Contract and incorporated by this reference.

2 The foregoing prices do not include federal excise tax from which  
3 municipalities are exempt, and none shall be charged to the City. California sales or use  
4 taxes, or any municipal or county sales taxes shall be added where applicable.

5 The prices in Exhibit "A" shall be firm and no price adjustment shall be  
6 made.

7 4. Payment shall be made in due course of payments of the City after  
8 delivery of the materials and receipt of an invoice from Contractor.

9 5. Any notice shall be in writing and personally delivered or deposited in  
10 the U.S. Postal Service, first class, postage prepaid, to Contractor at the address first  
11 stated above, and to the City at 333 West Ocean Boulevard, Long Beach, California  
12 90802 Attn: City Manager. Notice shall be deemed given on the date deposited in the  
13 mail or on the date personal delivery is made, whichever occurs first.

14 6. Neither this Contract nor any of the moneys which may become due  
15 to Contractor under it may be assigned by Contractor without the prior written consent of  
16 the City.

17 7. The acceptance of materials by the City or the payment of any  
18 money by the City shall not operate as a waiver of any provision of this Contract, or of  
19 any power of the City, or of any right to damages. The waiver of any breach or default  
20 shall not be held to be a waiver of any other or subsequent breach or default.

21 8. This Contract shall commence on October 22, 2008 and shall  
22 terminate at midnight on October 21, 2009.

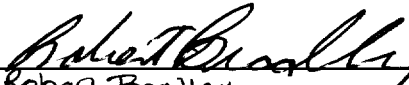
23 9. This Contract may be extended by mutual agreement for one (1)  
24 additional one (1) year period. If the City intends to extend the Contract for the additional  
25 one (1) year term, the City shall so notify the Contractor ninety (90) days prior to the  
26 expiration date. Contractor shall submit any proposed price adjustment to the City  
27 Purchasing Agent for approval at least sixty (60) days prior to the expiration of the  
28 Contract. The City reserves the right to accept or reject any price increase and to cancel

1 the extension notice if price increases are not acceptable. Any notice of price adjustment  
2 shall show item number, price, contract number and purchase order number.


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

5 ALL AMERICAN ASPHALT, a California  
6 corporation

7 \_\_\_\_\_, 200\_\_

By   
8 Robert Bradley  
9 Vice President  
Type or Print Name

10 \_\_\_\_\_, 200\_\_

By   
11 Mark Luper  
12 Secretary  
Type or Print Name

13 "Contractor"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 March 17, 2009

By  Assistant City Manager  
17 City Manager

18 "City"

19 PURSUANT  
20 TO SECTION 301 OF  
21 THE CITY CHARTER.

22 This Contract is approved as to form on 1-6, 2009.

23 ROBERT E. SHANNON, City Attorney

24 By   
25 Deputy

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Riverside

On December 10, 2008 before me, Debbie A. Matsen, 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.



Place Notary Seal Above

Signature Debbie A. Matsen  
Signature of Notary Public

**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, City of Long Beach

Document Date: December 3, 2008 Number of Pages: 3 Pages

Signer(s) Other Than Named Above: None.

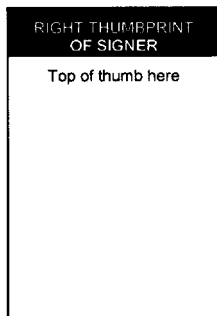
**Capacity(ies) Claimed by Signer(s)**

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

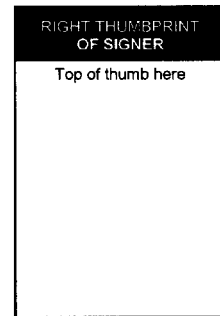


Signer's Name: Mark Luer

- Individual
- Corporate Officer – Title(s): Secretary
- Partner –  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

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

All American Asphalt



# EXHIBIT “A”



# CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT

332 W. OCEAN BLVD., LONG BEACH, CA 90802 562-570-8200 FAX 562-570-5000

## PURCHASING DIVISION

The City of Long Beach is seeking pricing for the purchase of asphalt concrete for the Department of Public Works on an "as needed" basis.

### PRICING AND DELIVERY

The materials included in this Invitation to Bid will be picked up at the successful bidder's plant and discharged into City-owned trucks within 30 minutes of arrival at facility.

Prices bid shall be at "picked up" prices.

### PLANT LOCATION

Convenience of the plant location is an important factor to the City and will be considered in addition to price when determining lowest, responsive bidder(s).

### BID AWARD

The City may award a contract to one or more bidders, as the City determines in its sole discretion to be in the City's best interests.

### NO OBLIGATION TO BUY

The City's purchase of items hereunder is based on actual needs and requirements. The City is obligated under this contract to purchase and pay for only those items that the City needs and requires, and that the City actually orders and receives.

### PRODUCTION AND DOWNTIME

Please describe production schedule and availability of materials listed above, including equipment downtime:

This bid is based on per availability,  
for the dates and on the materials required by  
the City of Long Beach.

Will plant stay open for City pickup when we give 4 hours advance notice? Yes \_\_\_ No

### WARRANTY

Warranty Policies and Procedures:

NO WARRANTIES ON MATERIALS  
TAKEN FROM PLANT.

PRICES VALID FROM 9/15/08 TO 6/30/09

This contract is subject to extension for up to two (2) years from the date of expiration of this contract, at the option of the City, in accordance with the option granted in your bid.

**PRICING**

Item No.	Item Code	Item	Unit of measure	Price
1	43	Type B or equivalent	TON	\$ 90.00
2	44	Type C-1 or equivalent	TON	\$ 90.00
3	45	Type C-2 or equivalent	TON	\$ 90.00
4	46	Type D-1 or equivalent	TON	\$ 90.00
5	47	Type D-2 or equivalent	TON	\$ 90.00
6	48	Type E or equivalent	TON	\$ 90.00
7	49	Type F or equivalent	TON	\$ 90.00
8	9	SC800 Asphalt Concrete or equivalent	TON	\$ —

Please list available facilities for discharge of product.

1. Facility location address: 12490 EDWARDS AVE. WESTMINSTER, CA 9268

Please state if "Item Codes" are available at this facility. State YES or NO

43 YES 44 YES 45 YES 46 YES 47 YES 48 YES 49 YES 9 NO EW NO

2. Facility location address: \_\_\_\_\_

Please state if "Item Codes" are available at this facility. State YES or NO

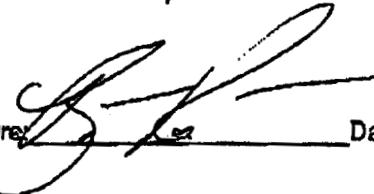
43 \_\_\_\_\_ 44 \_\_\_\_\_ 45 \_\_\_\_\_ 46 \_\_\_\_\_ 47 \_\_\_\_\_ 48 \_\_\_\_\_ 49 \_\_\_\_\_ 9 \_\_\_\_\_ EW \_\_\_\_\_

**VENDOR INFORMATION**

Name: All American Asphalt Phone # (951) 736-7600

Address: P.O. Box 2229 Corona, CA 92878

Person authorized to submit pricing:

Name: Brent Knacker Signature:  Date: 9/16/08

ANY QUESTIONS PLEASE CONTACT MICHELLE KING, PURCHASING DIVISION  
562-570-6020 OR VIA EMAIL AT MICHELLE\_KING@LONGBEACH.GOV