# <u>contract</u> 33534

THIS CONTRACT is made and entered, in duplicate, as of September 3, 2014 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 September 2, 2014, by and between RUIZ CONCRETE & PAVING, INC. DBA RUIZ ENGINEERING, a California corporation ("Contractor"), whose address is 1344 Temple Avenue, Long Beach, California 90804, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Improvements of 10 Magnolia Avenue Between Ocean Blvd. and 4th Street in the City of Long Beach, 11 California," dated May 16, 2014, and published by City, bids were received, publicly 12 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 and Specifications No. R-6979;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor. 20 supervision, tools, materials, supplies, appliances, equipment and transportation for the 21 work described in "Project Plans and Specifications No. R-6979 for Improvements of 22 Magnolia Avenue Between Ocean Blvd. and 4th Street in the City of Long Beach, 23 California," said work to be performed according to the Contract Documents identified 24 below. However, this Contract is intended to provide to City complete and finished work 25 and, to that end, Contractor shall do everything necessary to complete the work, whether 26 or not specifically described in the Contract Documents.

27 28 PRICE AND PAYMENT.

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

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work identified in Contractor's "Bid for Improvements of Magnolia Avenue Between Ocean Blvd. and 4th Street in the City of Long Beach, California," attached hereto as Exhibit "A".

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

#### 3. CONTRACT DOCUMENTS.

Α. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-6979 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Plans No. C-6010 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information These Contract Documents are incorporated herein by the above Sheet. reference and form a part of this Contract.

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

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

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from City and shall complete all work within thirty (30) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

6. WORKERS' COMPENSATION CERTIFICATION. Concurrently herewith, Contractor shall submit certification of Workers' Compensation coverage in accordance with California Labor Code Sections 1860 and 3700, a copy of which is 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.

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

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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 connected with the performance of the work. 4

9. 5 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.

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

11. PREVAILING WAGE RATES. Contractor is directed to the 18 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred 19 Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or 20 portion thereof, that such laborer, worker or mechanic is paid less than the prevailing 21 wage rates for any work done by Contractor, or any subcontractor, under this Contract.

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#### 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

13. <u>NOTICES</u>.

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

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

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

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

Contractor without the written consent of City first had and obtained, nor will City 1 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.

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#### 16. CERTIFIED PAYROLL RECORDS.

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

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

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

> 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 prior to termination or expiration of this Contract. 10

#### 19. TAXES AND TAX REPORTING.

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

Β. Contractor shall cooperate with City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board

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of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

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.

Ε. 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.

27 20. ADVERTISING. Contractor shall not use the name of City, its 28 officials or employees in any advertising or solicitation for business, nor as a reference,

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1 || without the prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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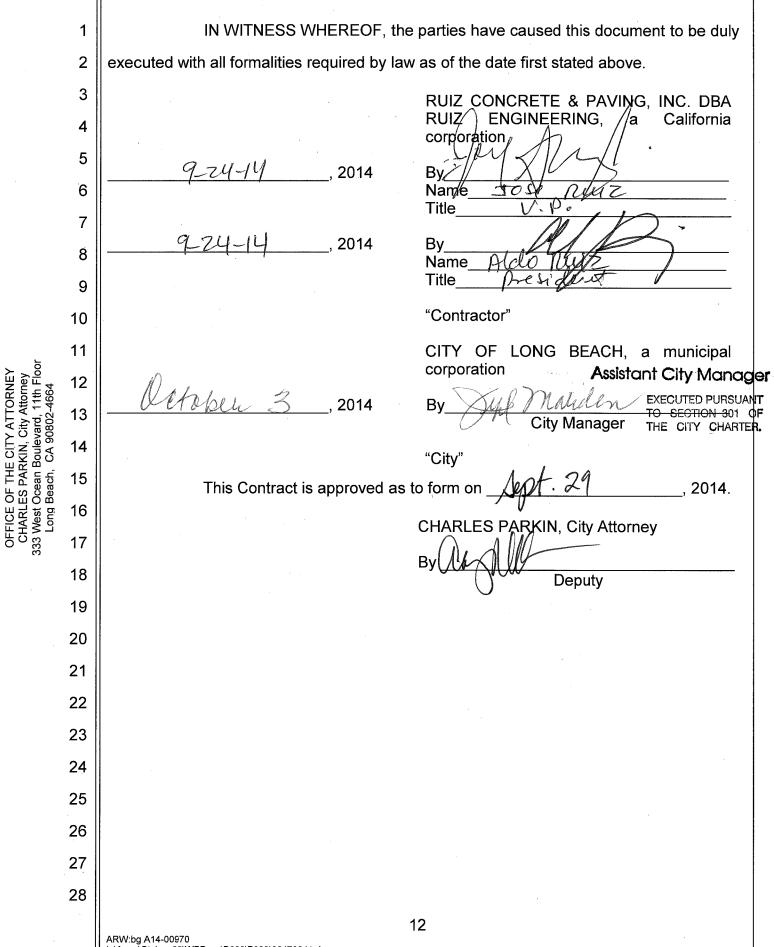
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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

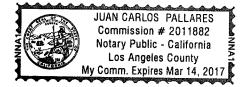
State of California 
}
County of Los Angeles 
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On September 25, 2014, before me, Juan Carlos Pallares/Notary Public, personally appeared, Jose Alejandro Ruiz and Aldo Belarmino Ruiz, Jr., who proved to me on the basis of satisfactory evidence to be 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

Attached to Contract



# EXHIBIT A Awarded: Base Bid

BIDDER'S NAME: Ruiz concrete & Pring Inc

## BID TO THE CITY OF LONG BEACH MAGNOLIA AVENUE BETWEEN OCEAN BLVD. AND 4<sup>TH</sup> STREET

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on June 18, 2014, 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-6979 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	120	CY	120.85	14,502.
2.	Bituminous Pavement Removal	75	CY	119.28	8,946.
3.	Root Shaving	101	SF	22.	2,222.
4.	Tree Pruning	10	Ea	400.	4,000
5.	Unclassified Excavation	40	CY	131,	5,240
6.	Adjust City Manhole Frame & Cover	11	Ea	375	4,125
7.	Adjust Water Gate Box & Cover	9	Ea	275	2,475
8.	Adjust Gas Valve Box & Cover	4	Ea	275	1.100
9.	Replace Pull Box	4	Ea	687.50	2,750.
10.	Relocate Pull Box	5	Ea	2,420	12,100
11.	Install Survey Monument Casting & Cover	1	Ea	700	700
12.	Adjust Survey Monument Casting & Cover	1	Ea	300,-	300
13.	Install Spike & Washer and/or Ties	1	Ea	700	700
14.	Curb Drain	3	Ea	1,450	4,350
15.	PCC Curb & Gutter, GB Type A2, W=1.5'	1500	LF	22.	33,000

Department of Public Works City of Long Beach R-6979 Division C – Bid Documents

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16.	PCC Curb & Gutter, GB Type A2, W=1.5', Modified	75	LF	29.51	2,213,25
17.	PCC Sidewalk, 3" Thick	6,150	SF	4.17	25,645.50
18.	Curb Ramp Detectable Warning Surface	60	SF	7.15	429.
19.	PCC Driveway Apron, 4" Thick	525	SF	5.54	2,908.50
20.	PCC Driveway Apron, 8" Thick	900	SF	7.62	6,858
21.	PCC Alley Intersection, 6" Thick	250	SF	8.81	2,202,50
22.	PCC Bus Stop Street Pad, 10" Thick	800	SF	8.81	7,048
25.	Crushed Miscellaneous Base	325	CY	54.35	17,663.75
26.	(S) Cold Milling Asphalt Concrete Pavement	7,400	SY	1.99	14.726.
27.	Asphalt Concrete Pavement	300	Ton	109.10	32,730
28.	Asphalt Rubber Hot Mix (ARHM)	900	Ton	106	95,400.
29.	(S) Pavement Markers, Markings and Traffic Striping	1	LS	15,832.30	(5,832.30
30.	(S) Permanent Roadway Signing	1	LS	2,671.90	2,671.90
31.	(S) Loop Detectors	10	Ea	426	4,620
32.	Construct Local Depression Per Standard Plan GB-313	6	Ea	4,000	4,000
33.	(S) Traffic Control	1	LS	3,750	3,750
34.	(S) Electronic Changeable Message Boards	2	Ea	660.	1,320.

TOTAL AMOUNT BID

336,528,70

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.

Department of Public Works City of Long Beach

# EXHIBIT B Workers Compensation Certificate

## 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:

Ruiz concrete & Paving Inc.

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

CP Title: Date:

# EXHIBIT C

Information to Comply with Labor Code Section 2810

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:

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	A.	Policy Number: 065257785
	В.	Name of Insurer (NOT Broker): GRANITE STATE / ns Co.
	C.	Address of Insurer:
	D.	Telephone Number of Insurer: 951-789-9901 agent
2)	For ve Contra	ehicles owned by Contractor and used in performing work under this act:
	A.	VIN (Vehicle Identification Number):
	В.	Automobile Liability Insurance Policy Number:A 103128101
	C.	Name of Insurer (NOT Broker): National Union Fire / 45 CO
	D.	Address of Insurer:
	E.	Telephone Number of Insurer: 951 789 9901 Accut
3)	Addre	ss of Property used to house workers on this Contract, if any:
4)	Estima	ated total number of workers to be employed on this Contract: 8-15
5)	Estima	ated total wages to be paid those workers: 5 200, 120,
6)	Dates	(or schedule) when those wages will be paid: Fridays
7)	Estima	(Describe schedule: For example, weekly or every other week or monthly) ated total number of independent contractors to be used on this Contract:
8)	Тахра	yer's Identification Number:

# EXHIBIT D List of Subcontractors

## LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor 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 one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	VSE Tree SUS	Type of Work Post Shaving
Address		Heat of Tree Pruning
City	Orano, e, ca	Dollar Value of Subcontract \$ 2, 655
Phone No.	(114) 997-0903	
License No.	654506	
Name S Address	Traffic loops crack Filling	Type of Work Bid items 9, 10, 31
City	Anaheim, cA	Dollar Value of Subcontract \$ 17,700
Phone No.	714 - 520 - 4026	$\frac{1}{\sqrt{1}}$
License No.		
Name	chrisp Co	Type of Work Item #: 295 30
Address		
City	Dipomination, CA	Dollar Value of Subcontract \$ 16, 822
Phone No.	909-746-0356	
License No.	374600	
Name		Type of Work
Address		
City		Dollar Value of Subcontract \$
Phone No.		
License No.		
Name		Type of Work
Address		
City		Dollar Value of Subcontract \$
Phone No.		
License No.		

Rev 9/2/10: PCC 4104

APPENDIX "A"

### BOE-400-DP (FRONT) REV 2 (8-05) APPLICATION FOR USE TAX DIRECT PAYMENT PERMIT

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I-	BUSINESS INFORMATION
NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALESJUSE 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
MAILING ADDRESS (street address or po box if different from business address)	or a consumer use tax account in addition to a use tax direct payment permit check here
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE
SECTION II - MUL	TIPLE BUSINESS LOCATIONS
LIST BELOW THE BUSINESS AND MAILING ADDRESS USE TAX DIRECT PAYMENT CERTIFICATE WILL BE US	SES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A SED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET
1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2/ BUSINESS ADDRESS	B, BUSINESS ADORESS
MAILING ADDRESS	MAILING ADDRESS
3, BUSINESS ADDRESS	8. BUSINESS ADDRESS
MAILING ADDRESS	Mailing Address
SECTION III - C	ERTIFICATION STATEMENT
(\$500,000) or more in the aggregate, during the calendar "Statement of Cash Flows" or other comparable finance	rsonal property subject to use tax at a cost of five hundred thousand dollars r year immediately preceding this application for the permit. I have attached a cial statements acceptable to the Board for the calendar year immediately ant attesting that the qualifying purchases were purchases that were subject to
I also agree to self-assess and pay directly to the Board of I Direct Payment Permit.	Equalization any use tax liability incurred pursuant to my use of a Use Tax
	certified to be correct to the knowledge and belief is duly authorized to sign this application.
an a	

SIGNATURE	<u>a na sana na sana kana na sana na sana</u>		Inne	
alan di kanga		<u> </u>	sa langa di sa sur	
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(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.

Sep 18 2014 04:26PM Ruiz Concrete & Paving 15624346350

page 2

BOND NO. 07641931 PREMIUM \$ 4,543.00 EXECUTED IN DUPLICATE

#### BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENT: That we, RUIZ CONCRETE & PAVING, INC. DBA: RUIZ ENGINEERING CO. \_\_\_\_\_\_\_, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND \_\_\_\_\_\_\_\_, located at 777 S. FIGUEROA ST., #3900, LOS ANGELES, CA 90017 \_\_\_\_\_\_\_, a corporation, incorporated under the laws of 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 \_\_\_\_\_\_\_THREE\_HUNDRED\_THIRTY-SIX\_THOUSAND\_FIVE\_HUNDRED\_TWENTY-EIGHT\_AND\_70/100\* America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators,

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 present.

#### 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 <u>IMPROVEMENTS</u> OF <u>MAGNOLIA</u> <u>AVENUE</u>, <u>CONTRACT</u> <u>NO</u>. <u>PW5061-58</u>"

#### 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 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 <u>19th</u> day of <u>SEPTEMBER</u>, 2014.

RUIZ CONCRETE & PAVING, INC.	FIDELITY AND DEPOSIT
DBA: RUIZ/ENGINEERING CO.	COMPANY OF MARYLAND
CONTRACTOR/PRINCIPAL	SURET'S admitted in California
By Mert Thep.	B)
Name: Jost May 2	Name: MICHAEL A. QUIGLEY
Title:	Title: ATTORNEY-IN-FACT
ву:	Telephone: (949)215-0510
Name: Aldo Nyliz	
Title:	
Approved as to form this day	Approved as to sufficiency this $\frac{25}{5}$ day of $\frac{5677}{5}$ , $2014$ .
Charles Parking ROBERT & SHANNON City Attorney	$\frown$
By: Aug Mh	Ву:
Deputy	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 acknowledgement 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, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

Bond for Faithful Performance (4/3/03) P/Eng/Specs & Arnnd/Div C Bid Doc Faithful

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. QUIGLEY, of Laguna Hills, California**, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of June, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



mes #1 Carroll

Vice President James M. Carroll

tie D. Bain

Assistant Secretary Eric D. Barnes

State of Maryland

City of Baltimore

On this 18th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

motorel a. Duns

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Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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 seals of the said Companies, this 9th day of <u>SEPTEMBER</u>, 2014.







Jeffrez Delisio

Geoffrey Delisio, Vice President

State of California	)
County of ORANGE	
	J
On <u>September 19,2014</u> before me,	MEG QUIGLEY, NOTARY PUBLIC Here Insert Name and Title of the Officer
personally appearedMICHAEL A. QUI	IGLEY
	Name(s) of Signer(s)
MEG QUIGLEY Commission # 1963669 Notary Public - California Orange County My Comm. Expires Jan 10, 2016	who proved to me on the basis of satisfactory evidence be the person(st) whose name(st) is/and subscribed to t within instrument and acknowledged to me th he/sche/thousy executed the same in his/heo/thous capacity(ies), and that by his/heo/thous signature(st) on t instrument the person(st), or the entity upon behalf which the person(st) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph true and correct.
	WITNESS my hand and official seal. Signature
Place Notary Seal Above	OPTIONAL
Though the information below is not required by and could prevent fraudulent removal	y law, it may prove valuable to persons relying by the document I and reattachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Signer(s) Other Than Named Above:	
	· · · · · · · · · · · · · · · · · · ·
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	
Signer's Name:	Individual
Signer's Name: Individual Corporate Officer — Title(s):	Individual Corporate Officer — Title(s):
Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact	□ Individual □ Corporate Officer — Title(s): MBPRINT □ Partner — □ Limited □ General SNER □ Attorney in Fact
Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General	□ Individual □ Corporate Officer — Title(s): MBPRINT □ Partner — □ Limited □ General ■ Attorney in Fact □ Trustee □ Trustee □ Trustee
Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact	□ Individual □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator
Signer's Name: Individual Corporate Officer — Title(s): Partner — D Limited D General Attorney in Fact Trustee Guardian or Conservator Other:	□ Individual □ Corporate Officer — Title(s): □ Partner — □ Limited □ General ■ Attorney in Fact □ Trustee □ Trustee
Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact Trustee Guardian or Conservator	□ Individual □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Attorney in Fact □ Trustee □ Guardian or Conservator

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

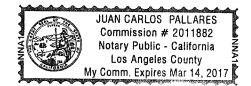
State of California 
} County of Los Angeles 
}

On September 25, 2014, before me, Juan Carlos Pallares/Notary Public, personally appeared, Jose Alejandro Ruiz and Aldo Belarmino Ruiz, Jr., 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

Attached to Bond for Faithful Performance



page 3

BOND NO. 07641931 PREMIUM INCLUDED IN PERFORMANCE BOND EXECUTED IN DUPLICATE

> مراجع المراجع . محمد المراجع المحمد المحم

#### LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT:	That we RUIZ CONCRETE & PAVING, INC DBA: RUIZ
ENGINEERING CO.	as PRINCIPAL and FIDELITY AND DEPOSIT
COMPANY OF MARYLAND	located at 777 S. FIGUEROA ST., #3900, TOS

ANGELE'S, CA 90017 MARYLAND \_\_\_\_\_\_\_ 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 \*THREE HUNDRED THIRTY-SIX THOUSAND FIVE HUNDRED TWENTY-EIGHT AND 70/100\*

(\$336,528.70) DOLLARS (\$\_\_\_\_\_), 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 present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporate	ed herein by this reference) with sald City
of Long Beach for the <u>*IMPROVEMENTS</u> OF <u>MAGNOLIA</u> AVENUE, CONTRACT N	IO. PW5061-58*
and is required by said City to give this bond in connection with the exer	oution 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 any work or labor done of any kind, 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 anount 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 vold;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work or labor required to be done thereunder, 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.

This bond shall insure 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.

RUIZ CONCRETE & PAVING, INC.	FIDELITY AND DEPOSIT
DBA: RUIZ ENERNAERING CO.	COMPANY OF MARYLAND
// CONTRACTOR/PRINCIPAL	SURETY schilled in California
Ву:	By
Name: JOSE RUYZ	Name: MICHAEL A. QUIGLEY
Title:	Title: ATTORNEY-IN-FACT
	Telephone. (949)215-0510
By:	
Name: Aldo Muiz	
Tille:fresident	
Approved as to form this 29th day	Approved as to sufficiency this day
of All i Particity	of <u>SECT</u> , 2014.
ROBERT E. SHANNON, City Attorney	
By:	By:
Deputy	Oity 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 acknowledgement 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, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

Labor and Material Bond (7/31/03) P/Eng/Spec & Adm/Div C Bid Doc Labor & Mat

#### ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael A. QUIGLEY, of Laguna Hills, California,** 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of June, A.D. 2012.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND



ngo pl Carroli

Vice President James M. Carroll

hie D. Barry

Assistant Secretary Eric D. Barnes

State of Maryland

City of Baltimore

On this 18th day of June, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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Constance A. Dunn, Notary Public My Commission Expires: July 14, 2015

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and 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 Article V, Section 8, of the By-Laws of the Companies is still in force.

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 ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

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 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and 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.





boffrey Delisio

Geoffrey Delisio, Vice President

State of California	)
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County of ORANGE	J
On September 19,2014 before me,	MEG QUIGLEY, NOTARY PUBLIC
•	
personally appeared <u>MICHAEL A. QU</u>	Name(s) of Signer(s)
MEG QUIGLEY Commission # 1963669 Notary Public - California Orange County My Comm. Expires Jan 10, 2016	who proved to me on the basis of satisfactory evidence be the person(s) whose name(s) is/see subscribed to within instrument and acknowledged to me t he/sbe/they executed the same in his/be/their authoriz capacity(iss), and that by his/her/their signature(s) on instrument the person(s), or the entity upon behalf which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the la of the State of California that the foregoing paragraph true and correct. WITNESS my hand and official seal.
	Signature
and could prevent fraudulent remova	al and reattachment of this form to another doornent.
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Description of Attached Document Title or Type of Document:	
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Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Individual         Corporate Officer — Title(s):         Partner — □ Limited □ General	Number of Pages: Signer's Name: Individual Corporate Officer — Title(s): Partner — 🗆 Limited 🗆 General
Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Individual         Corporate Officer — Title(s):         Partner — □ Limited □ General         Individual □ Attorney in Fact	Number of Pages: Signer's Name: Individual Corporate Officer — Title(s): Partner — I Limited I General Attorney in Fact
Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Individual         Corporate Officer — Title(s):         Partner — I Limited I General         Attorney in Fact         Trustee	Number of Pages:
Title or Type of Document:         Document Date:         Signer(s) Other Than Named Above:         Capacity(ies) Claimed by Signer(s)         Signer's Name:         Individual         Corporate Officer — Title(s):         Partner — □ Limited □ General         Individual □ Attorney in Fact	Number of Pages:        Signer's Name:        Individual        Individual        ICorporate Officer — Title(s):        IPartner — □ Limited □ General        INDEPRINT        IPArtner — □ Attorney in Fact

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## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California } County of Los Angeles }

On September 25, 2014, before me, Juan Carlos Pallares/Notary Public, personally appeared, Jose Alejandro Ruiz and Aldo Belarmino Ruiz, Jr., 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

Attached to Labor and Material Bond

