

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

CONTRACT

29457

1
2
3 THIS CONTRACT is made and entered, in duplicate, as of November 3, 2005
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on November 1, 2005, by and between ALL
6 AMERICAN ASPHALT, a California corporation, whose address is 400 E. Sixth Street,
7 Corona, California 92879 ("Contractor"), and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Improvement of Cherry
10 Avenue Between Spring Street & 32nd Street and Wardlow Road & Bixby Road in the City
11 of Long Beach, California," dated September 9, 2005, and published by the City, bids were
12 received, publicly opened and declared on the date specified in said 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-6584;

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-6584 for the Improvement of Cherry
21 Avenue Between Spring Street & 32nd Street and Wardlow Road & Bixby Road in the City
22 of Long Beach, California," said work to be performed according to the Contract
23 Documents identified below. However, this Contract is intended to provide to the City
24 complete and finished work and, to that end, Contractor shall do everything necessary to
25 complete the work, whether or not specifically described in the 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 Improvement of Cherry Avenue
28 Between Spring Street & 32nd Street and Wardlow Road & Bixby Road in the City of Long

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1 Beach, California," (base bid and all alternates) attached to this Contract as Exhibit "A" and
2 incorporated by this reference.

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

6 3. CONTRACT DOCUMENTS. The Contract Documents include: The
7 Notice Inviting Bids, Plans & Specifications No. R-6584 (which may include by reference
8 the Standard Specifications for Public Works Construction, latest edition, and any
9 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach
10 Standard Plans; Plans and Drawings No. C-5575 for this work; the California Code of
11 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;
12 Instructions to Bidders; the Bid (base bid and all alternates); the bid security; the City of
13 Long Beach Disadvantaged, Minority and Women-owned Business Enterprise Program;
14 this Contract and all documents attached hereto or referenced herein including but not
15 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed;
16 Notice of Completion; any addenda or change orders issued in accordance with the
17 Standard Specifications; any permits required and issued for the work; approved final
18 design drawings and documents; and the Information Sheet. These Contract Documents
19 are incorporated herein by the above reference and form a part of this Contract.

20 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict
21 or inconsistency exists or develops among or between Contract Documents, the following
22 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public
23 agencies; 4) Plans & Specifications No. R-6584; 5) Addenda; 6) Plans and Drawings No.
24 C-5575; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other
25 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting
26 Bids.

27 4. TIME FOR CONTRACT. Contractor shall commence work on a date to
28 be specified in a written "Notice to Proceed" from the City and shall complete all work

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1 within forty five (45) working days thereafter, subject to strikes, lockouts and events beyond
2 the control of Contractor. Time is of the essence hereunder. City will suffer damage if the
3 work is not completed within the time stated, but those damages would be difficult or
4 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
5 amount stated in the Contract Documents.

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

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

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

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

27 9. INSURANCE. Prior to commencement of work, and as a condition
28 precedent to the effectiveness of this Contract, Contractor shall provide to the City

1 evidence of all insurance required in the Contract Documents.

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

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

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

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

24 If Contractor is prevented, in any manner, from strict compliance with the
25 Plans and Specifications due to any Federal or State law, rule, or regulation, in addition to
26 all other rights and remedies reserved to the parties City may by resolution of the City
27 Council suspend performance hereunder until the cause of disability is removed, extend
28 the time for performance, make changes in the character of the work or materials, or

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1 terminate this Contract without liability to either party.

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

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

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

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

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

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

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

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

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

28 In completing the form and obtaining the permit(s), Contractor shall use the

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

11 Contractor shall not be entitled to and by signing this Contract waives any
12 claim or damages for delay against City if Contractor does not timely submit these forms
13 to the appropriate governmental entity. Contractor may contact the City Controller at (562)
14 570-6450 for assistance with the form.

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

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

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

27 23. THIRD PARTY BENEFICIARY. This Contract is intended by the parties
28 to benefit themselves only and is not in any way intended or designed to or entered for the

1 purpose of creating any benefit or right of any kind for any person or entity that is not a
2 party to this Contract.

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

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

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

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

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

26 29. NONDISCRIMINATION. In connection with performance of this Contract
27 and subject to federal laws, rules and regulations, Contractor shall not discriminate in
28 employment or in the performance of this Contract on the basis of race, religion, national

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1 origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or disability. It is the
2 policy of the City to encourage the participation of Disadvantaged, Minority and Women-
3 owned Business Enterprises and the City encourages Contractor to use its best efforts to
4 carry out this policy in the award of all subcontracts.

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

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

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

ALL AMERICAN ASPHALT, a California corporation

_____, 2005

By *Dan Sisemore*
President
Dan Sisemore
(Type or Print Name)

_____, 2005

By *Thomas Toscas*
Secretary
Thomas Toscas
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

2-10, 2005

By *Mark D. Miller*
City Manager

"City"

This Contract is approved as to form on 2/7, 2005

ROBERT E. SHANNON, City Attorney

By *A. Quinn*
Senior Deputy

Robert E. Shannon
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Exhibit "A"

BIDDER'S NAME: All American Asphalt

**BID FOR THE
IMPROVEMENT OF CHERRY AVENUE
BETWEEN
SPRING STREET & 32ND STREET AND WARDLOW ROAD & BIXBY ROAD
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 October 5, 2005, 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-6584 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	3	Ea	350 ⁰⁰	1,050
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	1	Ea	350 ⁰⁰	350 ⁰⁰
3.	Manhole Step	2	Ea	50 ⁰⁰	100 ⁰⁰
4.	Adjust Water Valve Box & Cover and Meter Box & Cover	10	Ea	189 ⁰⁰	1,890
5.	Reconstruct Water Valve Box & Cover	8	Ea	290 ⁰⁰	2,320
6.	Adjust Gas Valve Box & Cover	4	Ea	190 ⁰⁰	760 ⁰⁰
7.	Replace Pull Box	1	Ea	700 ⁰⁰	700 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8.	Adjust Survey Monument Casting & Cover	4	Ea	190 ⁰⁰	760 ⁰⁰
9.	Construct Survey Benchmark, Type I	1	Ea	600 ⁰⁰	600 ⁰⁰
10.	Concrete Removal	95	CY	140 ⁰⁰	13,300
11.	Bituminous Pavement Removal	2,825	CY	13 ⁰⁰	36,725
12.	(S) Cold Milling Asphalt Concrete Pavement	10,750	SY	1 ⁰⁰	10,750
13.	Unclassified Excavation	115	CY	137 ⁰⁰	15,755
14.	Root Pruning	120	LF	21 ⁰⁰	2,520
15.	Tree Pruning	10	Ea	357 ⁰⁰	3,570
16.	Tree Removal	5	Ea	1,050	5,250
17.	Crushed Miscellaneous Base	100	CY	88 ⁰⁰	8,800
18.	Asphalt Concrete Pavement	2,850	Ton	65 ⁰⁰	185,250
19.	Asphalt Rubber Pavement	3,025	Ton	76 ⁰⁰	229,900

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
20.	P.C.C. Curb, GB A1-150(6), Integral	130	LF	22 ⁰⁰	2,860
21.	P.C.C. Combined Curb & Gutter, GB A2-150(6), W = 12"	350	LF	30 ⁰⁰	10,500
22.	P.C.C. Combined Curb & Gutter GB A2-150(6), W = 18"	275	LF	34 ⁰⁰	9,350
23.	P.C.C. Combined Curb & Gutter Caltrans Type A, A2-150	150	LF	33 ⁰⁰	4,950
24.	P.C.C. Sidewalk, 3" Thick	2,000	SF	4 ⁰⁰	8,000
25.	P.C.C. Driveway, 6" Thick	460	SF	6 ⁰⁰	2,760
26.	P.C.C. Bus Stop Street Pad, 10" Thick	1,100	SF	8.90	9,790
27.	(S) Stamped Concrete, 4" Thick	1,720	SF	8 ⁰⁰	13,760
28.	Permanent Roadway Signing	1	LS	8,800	8,800
29.	Pavement Markers, Markings and Traffic Striping	1	LS	17,500	17,500
30.	(S) Loop Detectors	31	Ea	200 ⁰⁰	6,200

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
31.	Temporary Traffic Control Devices	1	LS	58,000	58,000
32.	(S) Traffic Signal Interconnect	1	LS	143,000	143,000
TOTAL AMOUNT BID				815,820.00	

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

Groundsheet

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:

All American Asphalt

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



Title: Robert Bradley, Vice President

Date: 12/13/2005

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: BB1049243

B. Name of Insurer (**NOT** Broker): Seabright Insurance Co

C. Address of Insurer: 681 S Parker #200, Orange, CA 92868

D. Telephone Number of Insurer: 714-480-6200

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

A. VIN (Vehicle Identification Number): _____

B. Automobile Liability Insurance Policy Number: 72UENK5491 K2

C. Name of Insurer (**NOT** Broker): Hartford Fire Insurance Co

D. Address of Insurer: PO Box 2333, Brea, CA 92622

E. Telephone Number of Insurer: 877-925-2652

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

NA

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

5) **Estimated total wages to be paid those workers:** Union Wages

6) **Dates (or schedule) when those wages will be paid:** Per Contract

(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>California Professional Engineering</u> Address <u>South El Monte</u> City <u>9316 Mabel Ave</u> Phone No. <u>(626) 452-8658</u>	<u>Electrical</u> Dollar Amount of Contract \$ <u>143,900</u> DBE / MBE / WBE / Racial Origin <u>Asian</u> <small>(circle one)</small> License No. <u>793907</u>
Name <u>Patterned EA Concrete</u> Address <u>601 S. Milliken</u> City <u>Ontario, CA</u> Phone No. <u>(909) 390-3214</u>	<u>Stamp Concrete</u> Dollar Amount of Contract \$ <u>8,478</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>578968</u>
Name <u>J&S Striping Inc.</u> Address <u>P.O. Box 4008</u> City <u>Whittier, CA</u> Phone No. <u>(562) 777-2419</u>	<u>Signing and Striping & Marking</u> Dollar Amount of Contract \$ <u>25,419</u> DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. <u>538211</u>
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____
Name _____ Address _____ City _____ Phone No. _____	Dollar Amount of Contract \$ _____ DBE / MBE / WBE / Racial Origin _____ <small>(circle one)</small> License No. _____

APPENDIX "A"

BOE-400-OP (FORM) REV 1. (10-01)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

NA

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	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: (Please check one of the following)

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

Revenue and Taxation Code Section 7051.3 authorizes the State Board of Equalization to issue a "Use Tax Direct Payment Permit" to qualified applicants. This permit allows purchasers and lessors 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 842879, Sacramento, CA 95829-0044.

Use Tax Direct Payment Exemption Certificate

N/A

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: _____
(Deputy Director, Sales and Use Tax Department)

Date: _____

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.

¹All 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-DPLZ (1-98)

NOTICE TO INDIVIDUALS REGARDING INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION

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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 your 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:57, Sacramento, CA 95814.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT COMPANY, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, located at 801 NO. BRAND BLVD. GLENDALE, CA. 91203

a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Eight Hundred Fifteen Thousand Eight Hundred Twenty DOLLARS (\$815,820.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvement of Cherry Avenue Between Spring Street & 32nd Street and Wardlow Road & Bixby Road 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 13th day of December, 2005.

ALL AMERICAN ASPHALT COMPANY

By: [Signature]
Name: Robert Bradley, V.P.
Title: VICE PRESIDENT

By: [Signature]
Name: THOMAS TOSCAS
Title: SECRETARY / TREASURER

Approved as to form this 7th day of Feb., 2005.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Senior Deputy

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

SURETY, admitted in California

By: [Signature]
Name: OWEN M. BROWN
Title: ATTORNEY-IN-FACT

Telephone: SURETY: 818-409-2800 AGENT: 714-935-1112

Approved as to sufficiency this 8 day of February, 2005.

By: [Signature]
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.

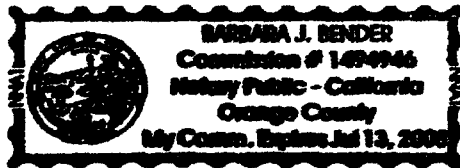
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

On 12-13-05 before me, BARBARA J. BENDER
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared OWEN M. BROWN
Name(s) of Signer(s)

~~XXXX~~ personally known to me
~~XXXX~~
~~XXXX~~ evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity(ies), and that by his/~~her~~ 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.

Barbara J. Bender
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: PERFORMANCE BOND NO. 088 28 574

Document Date: 12-13-05 Number of Pages: ONE (1)

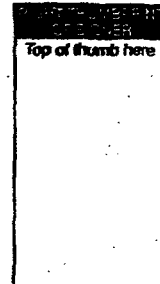
Signer(s) Other Than Named Above: ALL AMERICAN ASPHALT

Capacity(ies) Claimed by Signer

Signer's Name: OWEN M. BROWN

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

Signer Is Representing: FIDELITY AND DEPOSIT COMPANY OF MARYLAND



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

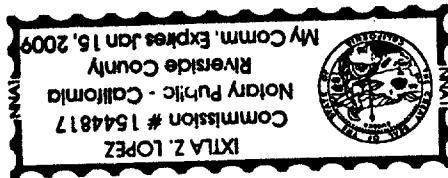
State of California

County of Riverside } ss.

On December 29, 2005 before me, Ixtla Z. Lopez, Notary Public
Date Name and Title of Officer
Personally appeared Robert Bradley, Thomas Toscas
Name(s) of Signer(s)

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,
Ixtla Z. Lopez
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: - Number of Pages: one (1)

Signer(s) Other Than Named Above: Owen M. Brown

Signer's Name: Robert Bradley
 Individual
 Corporate Officer Title(s): V.P.
 Partner- Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Top of thumb here

Signer is Representing: All American Asphalt

Signer's Name: Thomas Toscas
 Individual
 Corporate Officer Title(s): Sec/Treas
 Partner- Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Top of thumb here

Signer is Representing: All American Asphalt

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT COMPANY, as PRINCIPAL, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, located at 801 NO. BRAND BLVD. GLENDALE, CA, 91203, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Eight Hundred Fifteen Thousand Eight Hundred Twenty DOLLARS (\$815,820.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the improvement of Cherry Avenue Between Spring Street & 32nd Street and Wardlow Road & Bixby Road 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 13th day of December, 2005.

ALL AMERICAN ASPHALT COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND SURETY, admitted to California

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

By: [Signature] Name: OWEN M. BROWN Title: ATTORNEY-IN-FACT

Telephone: SURETY: 818-409-2800 AGENT: 714-935-1112

By: [Signature] Name: THOMAS TORRES Title: SECRETARY/TREASURER

Approved as to form this 7th day of Feb, 2006. ROBERT E. SHANNON, City Attorney By: [Signature] Senior Deputy

Approved as to sufficiency this 8 day of February, 2006. 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.

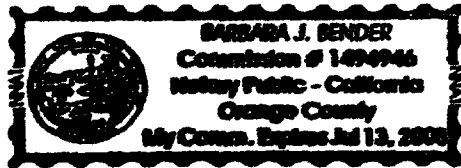
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of ORANGE } ss.

On 12-13-05 before me, BARBARA J. BENDER
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared OWEN M. BROWN
Name(s) of Signer(s)

~~XXX personally known to me~~
~~XX~~
~~XX~~

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



WITNES my hand and official seal.

Barbara J. Bender
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: LABOR & MATERIAL BOND NO. 088 28 574

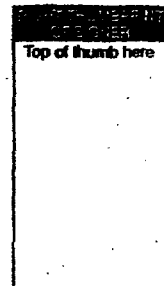
Document Date: 12-13-05 Number of Pages: ONE (1)

Signer(s) Other Than Named Above: ALL AMERICAN ASPHALT

Capacity(ies) Claimed by Signer

Signer's Name: OWEN M. BROWN

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



Signer Is Representing: FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived . This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Owen M. BROWN, of Anaheim, 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 Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Owen M. BROWN, dated February 11, 2003.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of December, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

William J. Mills

By: *William J. Mills* Vice President

State of Maryland } ss:
City of Baltimore }

On this 27th day of December, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2007

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

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

CERTIFICATE

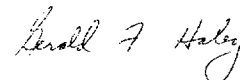
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 13th day of December, 2005.



Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

ss.

On December 29, 2005 before me, Ixtla Z. Lopez, Notary Public

Date

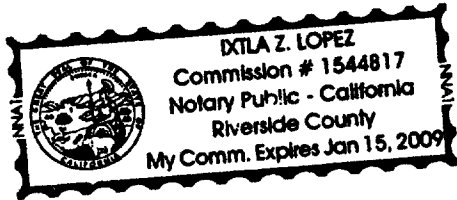
Name and Title of Officer

Personally appeared Robert Bradley, Thomas Toscas

Name(s) of Signer(s)

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,

Ixtla Z. Lopez
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: Labor & Material Bond

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

Signer(s) Other Than Named Above: Owen M. Brown

Signer's Name: Robert Bradley

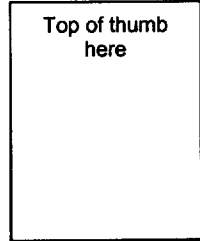
- Individual
- Corporate Officer Title(s): V.P.
- Partner- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: All American Asphalt

Signer's Name: Thomas Toscas

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



Signer is Representing: All American Asphalt