

CONTRACT

32880

THIS CONTRACT is made and entered, in duplicate, as of October 10, 2012 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 October 9, 2012, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Improvements to Taxiway D North of Runway 7L-25R and Taxiway A West of Runway 12-30 at the Long Beach Airport in the City of Long Beach, California," dated July 25, 2012, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-6900;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans and Specifications No. R-6900 for Improvements to Taxiway D North of Runway 7L-25R and Taxiway A West of Runway 12-30 at the Long Beach Airport in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Improvements to Taxiway D North of Runway 7L-25R and Taxiway A West of Runway 12-30 at the Long Beach Airport in the City of Long Beach, California," attached hereto as Exhibit "A".

B. 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.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-6900 (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. B-4549 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 Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. 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

1 hereto); 4) Addenda (which shall include written clarifications, corrections and
2 changes to the bid documents and other types of written notices issued prior to bid
3 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
4 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
5 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
6 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

7 4. TIME FOR CONTRACT. Contractor shall commence work on dates
8 to be specified in a written "Notice to Proceed" (NTP) from City and shall complete all
9 mobilization work within forty-five (45) days as specified in the NTP and all work within
10 one hundred twenty (120) days as specified in the NTP, subject to strikes, lockouts and
11 events beyond the control of Contractor. Time is of the essence hereunder. City will
12 suffer damage if the work is not completed within the time stated, but those damages
13 would be difficult or impractical to determine. So, Contractor shall pay to City, as
14 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

26 A. If the work is terminated pursuant to an order of any Federal
27 or State authority, Contractor shall accept as full and complete compensation
28 under this Contract such amount of money as will equal the product of multiplying

1 the Contract price stated herein by the percentage of work completed by
2 Contractor as of the date of such termination, and for which Contractor has not
3 been paid. If the work is so terminated, the City Engineer, after consultation with
4 Contractor, shall determine the percentage of work completed and the
5 determination of the City Engineer shall be final.

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

13 13. NOTICES.

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

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

24 14. BONDS. Contractor shall, simultaneously with the execution of this
25 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
26 form attached hereto and in the amount specified therein, conditioned upon the faithful
27 performance of this Contract by Contractor, and a good and sufficient corporate surety
28 bond, in the form attached hereto and in the amount specified therein, conditioned upon

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other
28 requirements or obligations established and imposed by any department of the

1 City with regard to submission and retention of certified payroll records for
2 Contractor and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

24 B. Contractor shall cooperate with City in all matters relating to
25 taxation and the collection of taxes, particularly with respect to the self-accrual of
26 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
27 materials, equipment, supplies, or other tangible personal property totaling over
28 \$100,000 shipped from outside California, a qualified Contractor shall complete

1 and submit to the appropriate governmental entity the form in Appendix "A"
2 attached hereto; and (ii) for construction contracts and subcontracts totaling
3 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
4 of Equalization for the Work site. "Qualified" means that the Contractor purchased
5 at least \$500,000 in tangible personal property that was subject to sales or use tax
6 in the previous calendar year.

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

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

26 E. Contractor shall not be entitled to and by signing this Contract
27 waives any claim or damages for delay against City if Contractor does not timely
28 submit these forms to the appropriate governmental entity. Contractor may

1 contact the City Controller at (562) 570-6450 for assistance with the form.

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

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

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

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

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

26 25. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

27 A. During the performance of this Contract, the Contractor
28 certifies and represents that the Contractor will comply with the EBO. The

1 Contractor agrees to post the following statement in conspicuous places at its
2 place of business available to employees and applicants for employment:

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

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

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

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

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


23 31. DEFAULT. Default shall include but not be limited to Contractor's
24 failure to perform in accordance with the Plans and Specifications, failure to comply with
25 any Contract Document, failure to pay any penalties, fines or charges assessed against
26 Contractor by any public agency, failure to pay any charges or fees for services
27 performed by the City, and if Contractor has substituted any security in lieu of retention,
28 then default shall also include City's receipt of a stop notice. If default occurs and

Contractor has substituted any security in lieu of retention, then in addition to City's other legal remedies, City shall have the right to draw on the security in accordance with Public Contract Code Section 22300 and without further notice to Contractor. If default occurs and Contractor has not substituted any security in lieu of retention, then City shall have all legal remedies available to it.


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

ALL AMERICAN ASPHALT, a California corporation

10 OCTOBER 24, 2012

By 
VICE-President
ROBERT BRADLEY
Type or Print Name

12 OCTOBER 24, 2012

By 
Secretary
MICHAEL FARKAS
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

18 11.20, 2012

By 
Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Contract is approved as to form on November 7, 2012.

ROBERT E. SHANNON, City Attorney

By 
Deputy

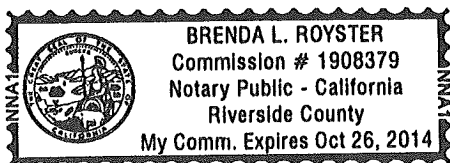
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 24, 2012 before me, Brenda L. Royster, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Brenda L. Royster

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract - City of Long Beach

Document Date: October 10, 2012 Number of Pages: 12

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: ALL AMERICAN ASPHALT

BID TO THE CITY OF LONG BEACH
Improvements to Taxiway D North of Runway 7L-25R and
Taxiway A West of Runway 12-30
at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on July 25, 2012, at 11:00 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-6900 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.

BASE BID – IMPROVEMENTS TO TAXIWAYS D AND A					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	G-001-5.1; Mobilization/Demobilization	1 (Limited to 6% of Base Bid)	LS	175 000 -	175 000 -
2.	G-300-4.1; Asphalt Pavement Removal	27,560	SY	1.60	44 096 -
3.	P-151-4.1; Clearing and Grubbing	4.5	Acre	\$ 3,000.00	\$ 13,500.00
4.	P-152-4.1; Unclassified Excavation	13,690	CY	18 -	246 420 -
5.	P-152-4.2; Unsuitable Excavation	1,000	CY	\$ 16.00	\$ 16,000.00
6.	P-152-4.3; Imported Fill	1,010	CY	\$ 9.00	\$ 9,090.00
7.	P-155-8.1; Lime-treated Subgrade	11,025	SY	9 -	99 225 -
8.	P-156-5.1; Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	234 211.85	234 211.85
9.	P-220-4.1; Crushed Miscellaneous Base	3,265	CY	\$ 26.00	\$ 84,890.00
10.	P-301-6.1; Soil-Cement Base Course	20,215	SY	7 -	141 505 -

BASE BID – IMPROVEMENTS TO TAXIWAYS D AND A					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
11.	P-401-8.1; Bituminous Pavement	6,675	TON	88-	587,400-
12.	P-403-8.1; Bituminous Base Course	7,440	TON	68-	505,920-
13.	P-420-7.1; Asphalt Concrete Pavement, Non-Critical Areas	2,645	TON	69-	182,505-
14.	P-620-5.1; Pavement Marking - Yellow	11,423	SF	2.55	29,128.65
15.	P-620-5.2; Pavement Marking - White	200	SF	4.10	820-
16.	P-620-5.3; Pre-formed Thermoplastic Surface Painted Signs	4	EA	12800-	51,200-
17.	P-620-5.4; Pavement Marking - Black	20,930	SF	1.45	30,348.50
18.	P-620-5.5; Pavement Marking - Green	10,880	SF	1.25	13,600-
19.	P-620-5.6; Waterborne Surface Painted Signs	2	EA	900-	1,800-
20.	T-901-5.1; Hydroseeding	4.5	Acre	3700-	16,650-
21.	L-100-5.1; Airfield Electrical Demolition	1	LS	50000-	50,000-
22.	L-100-5.2; Testing	1	LS	6000-	6,000-
23.	L-100-5.3; Miscellaneous Vault Work	1	LS	2000-	2,000-
24.	L-100-5.4; Modifications to Existing ALCMS	1	LS	30000-	30,000-
25.	L-108-5.1; 5 kV Airfield Lighting Cable	41,000	LF	1.48	60,680-
26.	L-110-5.1; One 2-inch Conduit, Direct Buried (D.B.)	3,700	LF	11.25	41,625-
27.	L-110-5.2; One 2-inch Conduit, Concrete Encased (C.E.)	305	LF	11-	3,355-
28.	L-110-5.3; Two 4-inch Conduit, Concrete Encased (C.E.)	510	LF	33-	16,830-
29.	L-110-5.4; Two 4-inch and One 2-inch Conduit, Concrete Encased (C.E.)	530	LF	39-	20,670-

BASE BID – IMPROVEMENTS TO TAXIWAYS D AND A					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30.	L-110-5.5; Four 4-inch, Concrete Encased (C.E.)	70	LF	60-	4200-
31.	L-110-5.6; One 2-inch PVC Conduit Installed in Sawcut	65	LF	16-	¹⁰⁴⁰⁻ 1040-
32.	L-110-5.7; One 2-inch Conduit Installed by Directional Bore	200	LF	44-	8800-
33.	L-110-5.8; Split Corrugated Conduit for RGL Circuit Isolation	2,000	LF	3.26	6520-
34.	L-115-5.1; 24-inch x 24-inch Handhole	8	EA	4500-	36000-
35.	L-804-5.1; Elevated Runway Guard Light	5	EA	4200-	21000-
36.	L-804-5.2; Elevated Runway Guard Light, Core Drilled	3	EA	3700-	11100-
37.	L-852-5.1; In-Pavement Runway Guard Light	19	EA	3500-	66500-
38.	L-852-5.2; In-Pavement Runway Guard Light, Core Drilled	8	EA	3500-	28000-
39.	L-858-5.1; Relocated Sign on New Concrete Base	8	EA	2200-	17600-
40.	L-858-5.2; New Sign Panel	5	EA	700-	3500-
41.	L-861-5.1; LED Elevated Taxiway Edge Light	44	EA	1200-	52800-
42.	L-861-5.2; LED Elevated Taxiway Edge Light, Core Drilled	13	EA	1200-	15600-
43.	L-867/868-6.1; Size "D" L-867 Base Can with Cover	8	EA	1000-	8000-
44.	L-867/868-6.2; Size "B" L-867 Base Can Cover	17	EA	110-	1870-
TOTAL BID (ITEMS 1-44)		\$ 2,997,000.00			

~~\$2,997,000.00 - LB~~

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.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority?
Is the Bidder a Women-Owned Business? NO

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

GREENSHOOT

(Continued on Next Page)

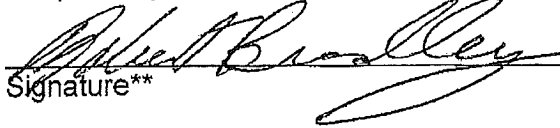
ADDENDA

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

11 12 13 14 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

ALL AMERICAN ASPHALT-CORP.
Legal Name of Company

ROBERT BRADLEY, V.P.
Print Name / Title

Names of Other General Partners

Names of Other Partners

CALIFORNIA
State of Incorporation

State Where Registered as LLC

400 G. SIXTH ST. - CORONA, CA
Business Address (Actual Address -Not A
Post Office Box)

BU00071480
City of Long Beach Business License
Number

10-19-12
City of Long Beach Business License
Expiration Date

951-736-7600 / 951-736-7646
Telephone Number / Fax Number

PD. Box 2229 - CORONA, CA 92828
Address on City Business License

rbradley@allamericanasphalt.com
Email Address

#267073
Contractor's License Number

_____ If Bidder is an individual, set forth his/her signature.

_____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

_____ If Bidder is a general partnership, set forth the signature of the general partner.

_____ If Bidder is a limited partnership, provide names of other partners.

_____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

☒ _____ If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

ALL AMERICAN ASPHALT

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

Robert Bradley
ROBERT BRADLEY

Title: VICE PRESIDENT

Date: July 24, 2012

EXHIBIT B

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: BB1090243
- B. Name of Insurer (NOT Broker): SEABRIGHT INSURANCE Co.
- C. Address of Insurer: 1100 W. TOWN & COUNTRY, STE #1500 - ORANGE, CA
- D. Telephone Number of Insurer: 714-918-5900

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

- A. VIN (Vehicle Identification Number): UNKNOWN AT THIS TIME
- B. Automobile Liability Insurance Policy Number: 72UENGR5491
- C. Name of Insurer (NOT Broker): HARTFORD FIRE INSURANCE
- D. Address of Insurer: 12009 FOUNDATION PLACE - RANCHO CORDON, CA
- E. Telephone Number of Insurer: 916-294-1000

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

- 4) Estimated total number of workers to be employed on this Contract: UNKNOWN
- 5) Estimated total wages to be paid those workers: UNKNOWN AT THIS TIME
- 6) Dates (or schedule) when those wages will be paid: UNKNOWN AT THIS TIME

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

- 7) Estimated total number of independent contractors to be used on this Contract: UNKNOWN AT THIS TIME

- 8) Taxpayer's Identification Number: [REDACTED]

LIST OF SUBCONTRACTORS

R-6900 All American

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's total bid or ten thousand dollars (\$10,000), whichever is greater. 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 Kato Landscaping Type of Work Hydro Sealing
Address 1812 Bushland St
City Panama Valley Dollar Value of Subcontract \$ 16,002.00
Phone No. 714-963-4615
License No. 806122

Name CL Seversing Type of Work Survey
Address 1269 Roman Rd #108
City Colton Dollar Value of Subcontract \$ 43,275.00
Phone No. 909 484-4200
License No. LS-6351

Name RCI RB Aviation Stamp Type of Work Stamping RB
Address RB 1105 F Hill St Box 890847
City Long Beach + email Dollar Value of Subcontract \$ 123,455.50 RB
Phone No. 562 210-0507 RB 957 330-9914 \$99,445.65
License No. 823807 RB 859156

Name Precision Cold Plank Type of Work LTS-CPS
Address 13552 Columbus Blvd
City Yucipa Dollar Value of Subcontract \$ 178,000.00
Phone No. 909-446-0016
License No. 832640

Name Royal Electric Type of Work Electrical
Address 8481 Carhide Cir.
City Sacramento Dollar Value of Subcontract \$ 450,560.00
Phone No. 916 226 2100
License No. 357 377

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

 STATE OF CALIFORNIA
BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II – MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

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

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

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

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

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

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

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Bond No: 7632356

Premium: \$11,759.00

Premium is for contract term and is subject to adjustment based on final contract price

Executed in 2 Counterparts

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, 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 TWO MILLION NINE HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$2,997,000), 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 Improvements to Taxiway D North of Runway 7L-25R and Taxiway A West of Runway 12-30 at the Long Beach Airport 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 22nd day of October, 2012.


All American Asphalt

Contractor
By: 
Name: ROBERT BRADLEY
Title: VICE PRESIDENT

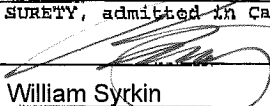
By: 
Name: MICHAEL PARKAS
Title: SECRETARY

Approved as to form this 7 day
of November, 2012.

ROBERT E. SHANNON, City Attorney

By: 
Deputy City Attorney

Fidelity and Deposit Company of Maryland

SURETY, admitted in California
By: 
Name: William Syrkin
Title: Attorney-in-Fact
Telephone: 949-679-7116

Approved as to sufficiency this 2 day
of NOV, 2012.

By: 
City Manager/City Engineer

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

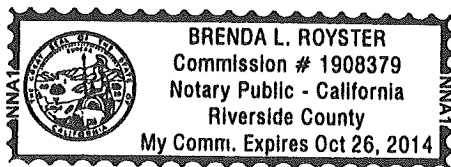
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 24, 2012 before me, Brenda L. Royster, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Brenda L. Royster

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Faithful Performance Bond – City of Long Beach

Document Date: October 22, 2012 Number of Pages: 3

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10/22/2012 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)

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

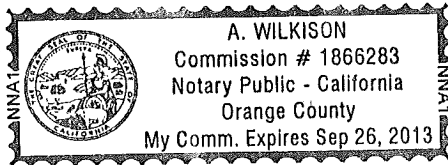
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond No. 7632356

Document Date: 10/22/2012

Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ 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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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 FRANK E. MARTIN JR., 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 **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Richard ADAIR, P. BAUER, dated February 25, 2010.

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 June, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

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, undertaking, 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

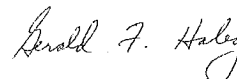
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 22nd day of October, 2012.



Assistant Secretary

Premium included in Performance Bond

Bond No. 7632356

Executed in: 2 Counterparts

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of TWO MILLION NINE HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$2,997,000), 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 Improvements to Taxiway D North of Runway 7L-25R and Taxiway A West of Runway 12-30 at the Long Beach Airport 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, during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 22nd day of October, 2012.

All American Asphalt

Contractor

By: Robert Bradley

Name: ROBERT BLADLEY

Title: VICE PRESIDENT

By: Michael Falcas

Name: MICHAEL FALCAS

Title: SECRETARY

Approved as to form this 7 day of November, 2012.

ROBERT E. SHANNON, City Attorney

By: Robert E. Shannon

Deputy City Attorney

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: William Syrkin

Name: WILLIAM SYRKIN

Title: Attorney-in-Fact

Telephone: 949-679-7116

Approved as to sufficiency this 2 day of Nov., 2012.

By: City Manager/City Engineer

City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Riverside

On October 24, 2012 before me, Brenda L. Royster, Notary Public,
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley and Michael Farkas
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Brenda L. Royster

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Labor and Material Bond – City of Long Beach

Document Date: October 22, 2012 Number of Pages: 3

Signer(s) Other Than Named Above: William Syrkin, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice-President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

Signer's Name: Michael Farkas

☐ Individual

☒ Corporate Officer — Title(s): Secretary

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 10/22/2012 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)

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

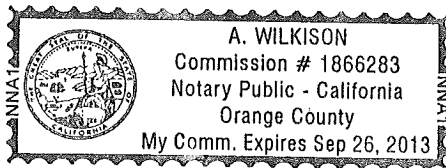
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor and Material Bond No. 7632356

Document Date: 10/22/2012 Number of Pages: One (1)

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

- ☐ 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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

**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 FRANK E. MARTIN JR., 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 **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Richard ADAIR, P. BAUER, dated February 25, 2010.

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 June, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., 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.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

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, undertaking, 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

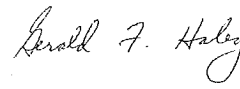
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was 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 22nd day of October, 2012.


Assistant Secretary